2155.

SUPREME COURT OF THE UNITED STATES.

No. 162.

ISAAC NEWTON, CLAIMANT OF STEAMBOAT NEW JERSEY, APPELLANT,

vs.

JOHN H. STEBBINS.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR THE SOUTHERN DISTRICT OF NEW YORK.

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SUPREME COURT OF THE UNITED STATES.

THE STEAMBOAT NEW JERSEY, her tackle, apparel, &c.
Isaac Newton, claimant and appellant,
vs.
JOHN H. STEBBINS, respondent.

To the honorable the Supreme Court of the United States:

The petition and appeal of Isaac Newton, the above named claimant and appellant, respectfully sheweth, that on the fourteenth day of November, 1845, the above named John H. Stebbins filed his libel in the district court of the United States, for the southern district of New York, against the Steamboat New Jersey, her tackle, apparel, &c., in a cause civil and maritime, for the recovery of damages alleged to have been sustained by him to the sloop Hamlet and her cargo, by collision with the said Steamboat New Jersey, on the Hudson river, in the State of New York, and that the said Steamboat New Jersey was arrested upon process issued upon said libel, and was discharged on your petitioner's filing his claim and entering into stipulations, and your petitioner thereupon filed his answer to said libel, and the said libellant replied thereto, and such proceedings were had in the said cause that, on the fourteenth day of October, 1846, a final decree was made and pronounced therein by the said district court, wherein it was in substance adjudged that the said libellant recover against the Steamboat New Jersey, her tackle, &c., the sum of two thousand four hundred and three dollars and seventy-five cents, together with costs.

And that, after such final decree, your petitioner duly appealed therefrom to the circuit court of the United States, for the southern district of New York, and the said cause was removed thereby into the said circuit court, and there tried anew; and such proceedings were had in the said circuit court, that afterwards, on the eleventh day of November, 1847, the said circuit court made a final decree in the said cause, whereby it was decreed that the said decree of the district court be in all things affirmed, with costs, and that the said appellee have execution, and that the stipulators cause their stipulations to be fulfilled; which said decree of the said circuit court is, as this appellant is advised, erroneous, and ought to be reversed.

Wherefore, this appellant appeals from the whole of said decree of said circuit court to the Supreme Court of the United States, and respectfully prays that the said decree of the said circuit court, and the libel, answer, pleadings, depositions, evidence and proceedings, in the said cause may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, and that the said decree of the circuit court, and every

part thereof, may be reversed, and a decree made dismissing said libel, with costs, or such other decree as to the said Supreme Court shall seem just. And your petitioner will ever pray, &c.

I. NEWTON.

Dated, New York, Nov'r 20, 1847.

C. VANSANTVOORD,
Proctor and of counsel for appellant.

By the honorable Samuel R. Betts, one of the judges of the circuit court of the United States, for the southern district of New York, in the second circuit, to John H. Stebbins:

Whereas the Steamboat New Jersey, her tackle, &c., Isaac Newton, claimant, has lately appealed to the Supreme Court of the United States, from a decree lately rendered in the circuit court of the United States, for the southern district of New York, in the second circuit, made in favor of you, the said John H. Stebbins, against the said Steamboat New Jersey, her tackle, &c., stating that the said decree is erroneous, and praying that the same may be reversed, and the cause heard anew.

And the said Isaac Newton having duly entered his said appeal to the Supreme Court of the United States, and filed the security required by law; you are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the 22d day of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of New York, in the second circuit, the 22d day of November, in the year of our Lord 1847, and of the independence of the United States the seventy-second.

SAM'L R. BETTS.

CIRCUIT COURT OF THE UNITED STATES,
For the southern district of New York.

THE STEAMBOAT NEW JERSEY, her tackle, &c.
Isaac Newton, claimant and appellant,
vs.
JOHN H. STEBBINS, respondent.

The above named claimant, Isaac Newton, hereby states to this honorable court, that he appeals, and he hereby appeals, to the Supreme Court of the United States, from the whole decree entered in the above entitled cause, on the eleventh day of November, A. D. 1847, with the clerk of this court; and the said appellant prays that the same may be sent to the Supreme Court of the United States.

C. VANSANTVOORD,
Proctor for cl't and appellant.

New York, Nov. 20, 1847.

Take notice, that the preceding is a copy of the appeal filed in the above cause, on behalf of the said Steamboat New Jersey, her tackle,

&c., Isaac Newton, claimant, in the office of the clerk of this court, and that the bond required by the statute has been filed with such clerk, duly approved, in which bond Isaac Newton is principal, and Daniel Drew and Elijah Peck are sureties.

C. VANSANTVOORD, *Proctor for cl't.*

New York, Nov. 20, 1847.

To BURR AND BENEDICT, esq'rs,
Proctor for respondent.

We admit service on the 20th Nov., 1847, of a notice of which above is a copy.

BURR & BENEDICT,
Proctors for resp't.

New York, Dec'r 1, 1848.

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Andrew H. Hitchcock being duly sworn, saith, that he served on the respondent, John H. Stebbins, on the 22d day of November, 1847, a copy of the petition of appeal, and a copy of the citation, filed in this cause with the clerk of the circuit court, in and for the southern district of New York, on said twenty-second day of November, by leaving said copy petition of appeal, and said copy of the citation, with the said clerk of the said circuit court for the respondent.

A. H. HITCHCOCK.

Sworn to, this 4th day of December, 1848, before me.

J. W. NELSON, *U. S. Com'r.*

UNITED STATES OF AMERICA,
Southern district of New York, ss.

I, Alexander Gardiner, clerk of the circuit court of the United States of America, for the southern district of New York, in the [SEAL.] second circuit, do hereby certify, that the writings annexed to this certificate are true copies of their respective originals, on file and remaining of record in my office.

In testimony whereof I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this fourth day of December, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the said United States the seventy-third.

ALEX. GARDINER.

UNITED STATES OF AMERICA,
Southern district of New York, ss.

I, James W. Metcalf, clerk of the district court of the United States of America, for the southern district of New York, do hereby [L. S.] certify, that the writings annexed to this certificate are true copies of their respective originals, on file and remaining of record in my office.

In testimony whereof I have caused the seal of the said court to be

hereunto affixed, at the city of New York, in the southern district of New York, this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the said United States, the

J. W. METCALF, *Cl'k.*

At a stated term of the district court of the United States of America, for the southern district of New York, held at the City Hall in the city of New York, on Wednesday, the fourteenth day of October, in the year of our Lord one thousand eight hundred and forty-six; present, the honorable Samuel R. Betts, district judge.

JOHN H. STEBBINS,
vs.
STEAMBOAT NEW JERSEY.

July 7, 1846.

This cause being called in its order on the calendar: On motion of Mr. Burn, ordered hearing.

To the honorable Samuel R. Betts, judge of the district court of the United States, for the southern district of New York.

The libel and complaint of John H. Stebbins, of Coeymans, mariner, owner of the sloop Hamlet, whereof the libellant was master, her tackle, apparel, and furniture, against the Steamboat New Jersey, whereof one Beebe now is or late was master, her engine, boiler, tackle, apparel, and furniture, now within this district, and also against all persons lawfully intervening for their interest therein, in a cause of collision, civil and maritime; and thereupon the said John H. Stebbins alleges and articulately propounded as follows:

First. That some time in the month of October last the said sloop Hamlet (whereof the said libellant was master,) was at the port of Bristol on the Hudson river, and destined on a voyage from thence to the port of New York, with a cargo of flagging and other stone on board; and was at the time a tight, staunch, and well built vessel, of the burthen of ninety tons or thereabouts, and was then completely rigged and sufficiently provided, and then had on board and in her service a full and competent crew, for the navigation of said sloop on the voyage above mentioned.

Second. That in the said month of October, the said sloop, provided and manned as aforesaid, sailed from the port of Bristol on her aforesaid voyage to the port of New York, and in the prosecution of the said voyage, as he is informed and believes, the said sloop proceeded at the rate of about 4 or 5 miles per hour until she arrived at a point on the Hudson river called Blue point; that at that point the wind failed, and the said sloop then proceeded with the force of the current and very little wind about one or two miles an hour; that on her arrival at said point, and while the said vessel was within the jurisdiction of this court,

the person in charge of the said sloop observed the said steamboat coming up the river at the rate of about 12 or 15 miles per hour, and nearer to the east shore of said river than the said sloop, and directed that the man at the helm to head the said sloop more to the west shore of said river, which was done; that when said Steamboat New Jersey arrived within a short distance of the said sloop, she altered her course to the westward, and negligently and carelessly headed across the bows of said vessel, and attempted to pass to the westward of said sloop; in consequence of which negligent conduct of those in charge of said steamboat, the said steamboat struck the end of the said sloop's bowsprit, carrying away about ten or twelve feet of the said bowsprit and the stays attached thereto, forcing the bows of the said sloop round so that she struck the sloop on the larboard bow, during such injury to the said sloop by said collision, that the sloop immediately sunk with her said cargo.

Third. That at the time *of* the damage mentioned in the preceding article happened, it was impossible for the said sloop Hamlet to get out of the way of the said Steamboat New Jersey, the said sloop having little comparative way on, and being at the time to the westward, and out of the course of the said steamboat, and there being room enough for the said steamboat to have passed to the eastward of said sloop, as she might and ought to have done. That if the persons having charge of the said Steamboat New Jersey had taken proper precaution to keep clear of the said sloop, which it was their duty to have done, the damage, in the next preceeding article set forth, would not have happened.

Fourth. That the said sloop, at the time of the receiving of the damage above mentioned, was a tight, staunch, and strong vessel, and that the libellant then was and now is the true and lawful owner of said sloop, her tackle, apparel, and furniture.

Fifth. That by the collision aforesaid, and the consequent sinking of said sloop, with her cargo, the libellant has sustained damage to the amount of three thousand five hundred dollars.

Sixth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court; in verification whereof, if denied, the libellant prays leave to refer to pleadings and other proofs to be by him exhibited in this cause.

Wherefore, the libellant prays that process, in due form of law, according to course of courts of admiralty, and of this honorable court in cases of admiralty and maritime jurisdiction, may issue against the said Steamboat New Jersey, her engine, boilers, tackle, apparel, and furniture, wheresoever the same may be found; and that all persons having, or pretending to have, any right, title, or interest therein, may be cited to appear and answer all and singular the matters so articulately propounded: and that this honorable court would be pleased to pronounce for the damages aforesaid, or for such other and different relief to the libellant in the premises, as shall to law and justice appertain, and also to condemn the said steamboat, her engine, tackle, apparel,

and furniture, and the persons intervening for their interest therein, in costs.

JOHN H. STEBBINS.

Sworn, this 14th day of November, 1845, before me.

J. W. METCALF,
U. S. Com'r.

BURR & BENEDICT,
Proctors for libel't.

BURR, *Advocate.*

UNITED STATES OF AMERICA,
Southern district of New York, ss.

January Term, 1846.

To the honorable Samuel R. Betts, judge of the district court of the United States, within and for the southern district of New York:

And now, Isaac Newton, intervening for his interest in the Steamboat New Jersey, appears before this honorable court, and for answer to the libel and complaint of John H. Stebbins against the said Steamboat New Jersey, her engine, boilers, tackle, apparel, and furniture, and against all persons lawfully intervening for their interest therein, alleges and articulately propounds as follows:

First. That this respondent was the owner of said steamboat, her boiler, engine, &c., in October last, at the time of the alleged collision of said sloop Hamlet, in the libel mentioned, and the New Jersey, and before that time and afterwards, until the sale of said steamboat to William B. Dodge and John S. Moore, on or about the 19th day of November last; and that since such sale by this respondent to said Dodge and Moore, this respondent has been and still is bound to indemnify and save the said Dodge and Moore harmless against any claim or demand which the said libellant, or any other person, may have against said steamboat, her boiler, engine, &c., by reason of any such collision, and has been ever since such sale, and still is, interested in said steamboat, her engine, tackle, apparel, and furniture, as mortgagee for the purchase money.

Second. This respondent also admits that the libellant was the master of the said sloop Hamlet; but he says, on information and belief, that said libellant was not in command on board said sloop at the time of the collision in question, nor at any time during her said trip or voyage. This respondent also admits that said sloop was at Bristol, on the Hudson, as alleged in the first article of said libel, and destined on a trip or voyage from thence to New York, with a cargo of some sort on board, but he is not informed, save from the libel, and therefore would leave the said libellant to prove what her cargo consisted of; and this respondent denies, on information and belief, that said sloop was, as alleged in said libel, tight, staunch, and well-built; and he also denies, on information and belief, that said sloop was completely rigged and sufficiently provided; and especially does he deny that she had on board

and in her service, a full and complete crew for the navigation of said sloop on her destined voyage; and he avers, as he is informed and believes, that she was not sufficiently manned, that the master was not on board of her, and no competent person in charge of said sloop on said voyage.

Third. This respondent further says that, as he is informed and believes, on the afternoon previous [to] the collision in question, the New Jersey started from New York at or about five o'clock, with a tow-boat of about two hundred tons burden, bound for Hudson, and that at the time of said collision, which arose from running the sloop into the said steamboat, as hereinafter mentioned, the said steamboat was within about a half a mile from a point on the Hudson, known as Blue point, a distance of about eighty miles from New York; that the time of the collision in question was about two o'clock in the morning; that at the time of collision, and a short time previous to the collision, and for three or four miles before the sloop struck the steamboat, the steamboat was on the west side of the river, and westward of the course of the sloop, with her tow boat on her west side; that said steamboat had had a fair tide until a little before the collision happened, but at the time of the collision it was slack water; that a short time previous to the collision, and at the time thereof, the wind was from the westward and blowing a stiff breeze; that the steamer, a short time previous to the collision, was slowed, and was stopped about the time of the collision; that the steamboat did not cross the bow of the sloop, nor the course the sloop was running at the time the sloop came in sight, and that the collision arose from the short luffing of the sloop, through the fault and wilfulness, carelessness, or mismanagement, or misdirection of the person or persons in charge of the sloop, which the persons in charge of the steamboat could not have foreseen nor guarded against, whereby the said sloop was run into the said steamboat by the person in charge of said sloop, and with so much force and violence as to drive the bowsprit of the sloop into the steamboat, and do a great damage to said steamboat; or that the said collision arose otherwise from the fault, mismanagement, misdirection, or incompetency of the person or persons in charge of the said sloop, and that the said collision happened without any fault, misdirection, or mismanagement of the persons in charge of said steamboat. And this respondent further answering says, that he is not informed of the rate at which the said sloop was proceeding before and after their arrival off Blue point, but he has reason to believe, and does believe, that the said sloop was proceeding much more rapidly through the water, both before and after their arrival off Blue point, than as aforesaid is stated in said libel; and he denies, on information and belief, that the wind failed, as said sloop arrived at the point. And this respondent denies, on information and belief, that the said steamboat, with her tow-boat, at the time she came in sight of the sloop, or at any time on her said trip or voyage from New York, either did or could have proceeded at the rate of near 12 or 15 miles per hour, but she was moving at a much slower

rate, and very slow; and he likewise denies, as he is informed and believes, that said steamboat was at any time after her coming in sight of said sloop nearer to the east shore of said river than said sloop; but whether or not the persons or any persons having charge of said sloop directed the man at the helm thereof to head the sloop more to the west shore of said river, and whether the same was done in manner and form as alleged in said libel, this respondent is ignorant, and would leave said libellant to prove the same; but he is informed and believes that as said steamboat, going up the river, was passing to said sloop to the west of said sloop, and said sloop, going down the river, was passing to the east of said steamboat, the course of said sloop was suddenly altered through the manifest fault and carelessness, mismanagement or *or* misdirection, of the persons in charge of said sloop, and so directed to the westward, so as to run her into said steamboat; and this respondent further says, as he is informed and believes, that as the said steamboat was passing said sloop to the westward, with her tow-boat in tow on her west side as aforesaid, the said sloop being headed toward the eastward, before the sudden change of direction of said sloop as aforesaid, he is informed and believes that said steamboat was directed further, and as far as possible, to the westward to keep clear of said sloop, and that she was not directed westward so as to cross the bow of said sloop; and that the said steamboat was not negligently or carelessly, or otherwise headed across the bows of said vessel, nor was it attempted to pass said steamboat to the westward across the bow of the sloop, or the course of the sloop; and this respondent denies, on information and belief, that it was in consequence of any negligent conduct or fault of those in charge of said steamboat that said steamboat struck the end of said sloop's bowsprit, and says, as he is informed and believes, that the allegation is more correct, as it is in accordance with the fact, to say that the end of the bowsprit of the sloop struck the steamboat, than that the steamboat struck the end of the bowsprit of the sloop, which is not true, as this respondent is informed and believes. And this respondent admits that said sloop sunk at or soon after the collision; but he says, as he is informed and believes, it was through the weakness and insufficiency of the said sloop, and through the carelessness and mismanagement and insufficiency of those who had charge of her.

Fourth. This respondent further says that, as he is informed and believes, it is not true, as alleged in the third article of said libel, that it was impossible for said sloop Hamlet to get out of the way of the said steamboat, for the reasons supposed in that article, nor for any reason whatever; but, on the contrary thereof, this respondent is informed and believes that said steamboat was pursuing her course, on the westerly side of the river, as aforesaid, and that said collision was occasioned entirely by the fault, misdirection, mismanagement, or incompetency of the persons having charge of the sloop, in suddenly altering and varying her course as aforesaid, and in not keeping on her course as the said sloop ought and might have done, and for which she had sufficient headway; or otherwise through the fault, misconduct, mismanagement, or incompetency of the person having charge of said sloop.

And he further says that the person or persons in charge of said sloop, by using proper precaution or reasonable skill or care, as in duty bound to do, to avoid said collision, said collision might and would not have happened. And this respondent further says, as he is informed and believes, that every precaution was taken and effort made, and all reasonable care, skill, and diligence used by the persons having charge of said steamboat, to avoid such collision.

Fifth. This respondent, on information and belief, denies that said sloop, at the time of said collision, was tight, staunch, or strong, but, on the contrary thereof, was old, weak, and insufficient; and this respondent said that he is not informed, except from the libel, whether the said libellant was, at the time of said collision, or since has been, the owner of the said sloop, her tackle, apparel, and furniture, and therefore does not admit the same, but leaves him to prove the same as he may be advised.

Sixth. Whether the said libellant has sustained damages to the amount of $3,500, or to any amount, by the collision aforesaid, and the sinking of said sloop with her cargo, this respondent is not informed, save by said libel, and does not admit the same, and leaves him to prove the same as he may be advised; but this respondent insists that neither said Steamboat New Jersey, nor this respondent, is liable for any part of such damage, if any there be.

Seventh. That the said collision, as this respondent is informed and believes, occurred within the body of the county of Ulster or of Dutchess, in the State of New York, and not within the admiralty and maritime jurisdiction of this maritime court, and that therefore this honorable court has not jurisdiction, and ought not [to] proceed to enforce the claim alleged in the libel aforesaid against said steamboat, or against this respondent intervening for his interest therein; and this respondent claims the same benefit of this exception as if he had demurred to said libel, or pleaded specially to the jurisdiction of this court.

Eighth. That all and singular the premises are true; in verification whereof, if denied, the said respondent craves leave to refer to the depositions and other proofs to be by *them* exhibited in this cause.

Wherefore this respondent prays, that this honorable court would be pleased to pronounce against the libel aforesaid, and to condemn the libellants in costs, and otherwise right and justice to administer in the premises.

J. NEWTON.

Sworn to, this 22d day of January, A. D. 1846, before me.

GEO. W. MORTON, *U. S. Com'r.*

C. VAN SANTVOORD,
Proctor for claimant and respondent.

A. L. JORDAN,
Advocate and of counsel.

In admiralty.

The replication of John H. Stebbins, libellant, to the answer of Isaac Newton to the libel of the said libellant against the said Isaac Newton.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer, for replication thereunto says, that he will aver, maintain, and prove his libel to be true, certain, sufficient in the law to be answered unto; and that the said answer of the said Isaac Newton is uncertain, untrue, and insufficient to be replied unto by this respondent; without that, that any other matter or thing whatsoever in the said answer contained material *of* effectual in the law to be replied unto, and not hereunto and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by his said libel he has already prayed.

BURR & BENEDICT,
Proctors for libellant.
BEEBE, *Advocate.*

July 7, 1846.

JOHN H. STEBBINS
vs.
The STEAMBOAT NEW JERSEY.

Alanson Worden (sworn.) Master of the sloop Illinois, on N. river. Was coming down river night of collision; had been very dark till about 1 a. m.; then lighted up a little, but could not see vessels far off, fore or aft. Saw New Jersey that night. His sloop was close to east shore, nearly opposite Sand's dock, which is W. side of river—not two lengths off. Was going down river; wind was northerly, and very baffling all night. Witness not going through water over 1½ or 2 miles; tide about slack. When witness first saw steamboat, she was ¼ mile below him, heading directly for him. Cleared witness to west, about ½ length of sloop, before steamboat reached him. She sheared to W.; heard crash; did not see collision. Witness took it steamboat was standing nearest E. shore when first saw her.

Cross examined.

Very short time after steamboat passed him that heard crash. Could see W. shore; thinks could see Blue Point hills, but nothing down by water.

Steamboat was heading about N.W. when she left him; could see steamboat when heard crash.

Witness came from Cocksackie fore part of night; wind stronger; lighter at collision.

James Aiken, (sworn.) Pilot of sloop Temperance, from Athens, last year. Night of collision was coming down river; did not see or hear it; was running sloop; wind was baffling from N.N.E., N.W.; was very light, so that had to row to keep steerage. Saw New Jersey. Witness was near middle of river, a little to W.; was opposite to White

House, a little above Sand's dock, when steamboat passed him. Saw her 1½ mile down the river, and well to eastward. Thinks she was headed about N.W. Came close to him, and then took rank sheer W. Came within length of bowsprit of witness; crossed his bow, stern about that far off on the sheer. Steamboat headed well west. First of night dark; and when met still dark, but could see the land.

Cross examined.

River at that place short of ½ a mile wide. First saw light of steamboat; did not see her hull till she was ½ a mile off. When saw hull, steamboat was still to E. of witness two or three lengths. His sloop heading about straight down. Steamboat, as she was passing him, straightened up a little. Did not see Hamlet that night. Saw some sloops about that time; cannot say how many.

There is a flat just below Blue point. W. shore extends to below White House, about length of sloop, into river. Does not know any other flat, there is another just above Blue point, on W. side.

Samuel Shultis, (sworn.) Pilot of Ranger last fall. Coming down river night of collision; heard it was a-stern of them, and standing forward of his sloop. Ranger was a little east of middle of river, about opposite Blue point. First saw lights of steamboat at about Barnegat heading, rather to east of witness, (by course of lights.) His sloop was heading right down; judged steamboat was a little E. of middle of river; could not tell exactly. Steamboat changed her course W. at about Sands, and kept to W. 3 or 4 sloops to W. of witness, and Hamlet was west of those.

Wind was light and baffling. Sloop did not go over 1½ mile an hour. It was about slack water—last of flood tide. Could see a vessel far enough off to clear her; could see her a mile. Was from Oakhill, opposite Catskill.

Cross examined.

Saw Hamlet; was side by side at Crum Elbow, and came down together at collision. Hamlet was to leeward of witness, and other vessels between them. After collision, saw her mast hanging over. Thinks it between 1 and 2 a. m., when collision took place; had come about 40 miles. Hamlet was pretty close in to Blue point, 200 or 300 yards off, some time before collision—say 20 to 30 minutes. Had not seen her afterwards, to know her. Supposes was ½ of a mile off at collision. Could see her lights and hull plainly. Hamlet must have been east of steamboat. Could not see her hull, because other sloops [were] between them.

Saturday, July 11—Continued.

Silas Betts, (sworn,) of Troy. Master of Exertion. Was near by at time of collision, on east side of river, short distance below Blue point, and when Hamlet was sunk, coming down nearer east shore than middle channel. First saw N. J. on east shore, below, coming up for him, nearly, perhaps, ½ a mile below, or more. Came very near him;

thinks within ten rods. Got lantern to shore; and just before reaching him, she headed off westward.

Witness saw vessels to west of him and above him; several; had just passed them; thinks could then discern vessels across the river. Wind quite light; judges might be going 2 to three knots; was loaded; heard crash. It was only a few minutes after she passed—2 or 3, perhaps. Kept his eye on her, thinking she would run into some of the vessels before she passed through the fleet, from her heading across to west shore, where vessels were thickest, and she was going at quick speed. Most vessels on W. shore supposes saw the collision. We noticed light on a sail, and then heard the crash. Been on the river 16 or 18 years. Not often that steamboats cross the river in that way; does not consider it prudent to do so. Does not know that she checked her speed at all before striking. Was looking at her to that end, thinking she was going too fast to clear the vessel.

Cross examined.

Not positive that boy held up lantern or not. It is usual with many to show lights on river; thinks it would have been proper for Hamlet to show light when steamboat came near her in so dark a night.

It is usual to have a lantern on board every vessel; wind about straight down river, and most usual for vessels in such cases to keep their courses nearer the centre of the river. Thinks steamboat and Hamlet ranged between W. and N.W. from him at time of collision.

There was another steamboat coming up after N. J. passed witness W., and further off than N. J.; noticed her very little; she came on very shortly after N. J. N. J. might have gone E. of him, but would have been pretty close to the shore if she had.

For claimants.

Carey Murdoch (sworn.) Cashier of Hudson River bank; was passenger on N. J; goes up and down the river frequently, and has noticed pilot's bell; can't say that he understood the signals fully; had not been asleep; the night of collision, bell was rung to slow the boat, one or two minutes before; noticed the bell, and supposed were approaching a landing from the signals; bell was again rung, as he supposed, to stop the boat; no recollection of hearing bell rung but twice before collision. Witness was not undressed, and went out immediately; thinks the engine was stopped; as soon as he got out noticed range of boat; it was nearly up and down the river; her bows, perhaps, inclining a little to the west; saw tall man at helm of sloop; attention drawn to him, particularly. Witness asked him which way he was steering? He answered, due east; and when steamboat struck sloop, it was on her starboard bow. Witness's impression is that he said look out; told him to luff; is not positive, as several were talking round him; does not know that tall man said it, but one of men from sloop said there were contradictory orders; no explanation what they were; it was said by some one; can't say it was by man from sloop that our order

was to luff, and then order to keep away; does not remember, particularly, that tall man said he did luff, when told to. Some one said he did luff, but they were standing in group; wind was northerly, and thought it blew quite freshly; hailed loud to man in small boat, and then noticed wind was free, quite so; thinks light enough to see vessels across the river; there were several in sight; thinks it was cloudy, but not dark.

Eliza Wright, and some schooners nearer; and could see transaction better than witness.

William Hallarbeck (sworn.) Was pilot of Eliza Wright; first saw steamboat when a little below Blue point, at about Barnegat, close in to east shore, and kept right along up E. shore to opposite Sands's dock, and then sheered over N.W. Witness about ½ across river from W. shore when steamboat came towards him heading about for him; came within 3 lengths of sloop. Witness shook his light, and she took a sheer W., cleared witness about as far off. Hamlet was then ½ way between witness and shore, a little astern of witness; steamboat kept her course W., and tried to pass Hamlet's bow; saw them strike steamboat. Hit bowsprit of Hamlet, and slewed her right round to westward; saw her sink within a minute or two; wind was very light and baffling, N.E. and N.W., and every way. Witness's boom, at time, off east; was going 3 to 4 miles through water. Witness a little above the White House, nearly opposite to it.

Cross examined.

Not quite a mile from White House, to Blue point ¾ mile. Witness about length ahead of Hamlet, and she about half way between White House and Blue point, and about ⅓ of mile from witness; she had no lights in her rigging; saw her bowsprit; night was then lit up a good deal. Witness's sloop steered well, about a beam; was going 4 miles to Hamlet's 3, per hour; steamboat had tow boat on west side; did not stop for collision; did not observe vessels, particularly, after they struck and got clear; could see hull of steamboat a mile; a small flat between W. House and Blue point, not extending ⅓ length of sloop into river.

Thinks steamboat passed him at rate of 10 or 11 miles; does not not know that she stopped her wheels before striking Hamlet; did not seem more than a minute after passing before she struck H.; was room enough for steamboat to pass E. Wright on east side.

Robert F. Osborn (sworn.) Master of sloop Van Buren; was coming down river night of collision, about ½ across river from Blue point, when first saw steamboat; she was then on east shore, near Barnegat, ⅓ from shore; was then coming directly up the river, as he judged; very soon she altered so as to run more to west, and then again to about N.W.; was astern of Hamlet, and a little east of her, about to end of her boom.

Steamboat passed witness's bow; did not then know Hamlet.

Steamboat was steering well into W. when she struck sloop; saw her strike; was then 30 or 40 rods off; did not, to witness's knowledge, stop

her wheels before striking; judged she was going 9 or 10 knots; blow slewed Hamlet W.; witness jibed over to clear steamboat, and kept away; was about abreast of sloop when she sunk; steamboat was close along side of her; mast was over steamboat. Sloop went down, head first. Witness thinks he was running about 2 miles; wind north, directly down river, and light; had kept close with Hamlet from Crumelbow.

Cross examined.

Thinks course of river about N. and S. at that place. Witness's sloop minded her helm when he kept away; believes steamboat backed her wheels after collision; sloop sunk within 2 or 3 minutes; steamboat lay some time after; barge of steamboat on larboard side; did not see any light in rigging of Hamlet.

Jonathan Reeve (sworn.) Was pilot of Van Buren. Witness was at helm; at time of collision, ¼ to ⅓ from western shore, across river, right after Hamlet 30 or 40 rods, perhaps off; saw two vessels come together; should think steamboat was going 8 or 10 knots, steering W.N.W. to N.W. course.

Hamlet heading directly down river; wind unsteady at time; witness going about 2 knots; saw steamboat 1½ mile off, and thought she was on east side, and going up that side, as witness's sail shut her in; boom off E. Captain O. called to witness she was crossing river, and she soon opened to witness's view; did not observe that steamboat stopped her wheels till she struck; turned sloop round; head same way with steamboat; then thought she backed her wheels, and that started sloop a little backward, which rolled over to windward; then rolling back her mast towards steamboat, and sunk immediately; did not know sloop at time; had to keep away to get from steamboat.

Cross examined.

Does not think was length of sloop from steamboat when passed her; witness did not alter course of sloop before collision.

Joseph M. Bird (sworn.) Was on board Hamlet; she had on board flagging-stone, curb-stone, above and below; first saw steamboat when about opposite Blue point, or a little below, at Jarvis's creek, west side of river, a little below Barnegat; thinks steamboat was then about middle of river, and was steering about straight up, rather to eastward; when steamboat was opposite Sands's dock was ⅔ across river towards E.; then took a rank sheer west, steering about N.W.; Hamlet headed S.W.; steamboat then was steering towards bow of Hamlet. Witness was forward on look-out; after steamboat took her sheer she kept that course, and sloop kept hers; struck a slanting blow on bowsprit, and broke it off; opened sloop forward, and she sunk in about a minute; did not see that she stopped her wheels; did not hear bell ring to stop; thinks she was going at rate of 10 or 11 miles the hour when she struck; after that, she backed off; crew then on board sloop besides witness; after struck, was engaged in getting small boat, and in getting

people in it; all four belonged to sloop; steamboat partly along side; had no time to see any thing, hardly time to get into the small boat; went on board steamboat with small boat. Sloop was about ½ across river when struck; from W. shore nothing in way of steamboat to go W. or E. of him; wind was very light and baffling; sloop going about 3 miles. Witness had charge of Hamlet at that time; had been 4 seasons on the river; there was nothing witness could have done to avoid steamboat.

Cross examined.

Libellant was regular captain, but not on board that night; Philip Knox was pilot; he is river pilot; he was below, in cabin, at collision; had been down 20 or 30 minutes; Henry Hought was at helm; came aboard that trip for first.

Witness's 4th trip, only two on deck; did not call Knox when saw steamboat take sheer; never sailed with Hought before; had seen him on board other vessels steering. 1st trip of other man on this sloop.

Knox had been 2 or 3 trips before. When steamboat got within about length, thought she would certainly strike; was not frightened; made up his mind she would strike; did not hail boat or man at helm; no use to change her helm then; does not recollect saying on board steamboat that he ordered change as were coming together; said that when steamboat was ¼ mile off, he ordered to luff a little, and then, to steady; did not change again. Gave that order because were some vessels ahead, and did not know but steamboat might take a sheer because of them; when he luffed, bore hard in, west; 5 to 10 minutes after ordered to luff before ordered to steady; wind light, vessel did not fall off a great deal. Had no light on deck; shortly after steadied; steamboat appeared to be coming upon them, but did not order helmsman to keep away, and did not say on board steamboat he gave such orders; does not consider himself a regular pilot; has had charge of sloop on his watch; believes man at helm was a good pilot; man at helm takes direction from look-out; has piloted a schooner or two up the river; not usual for steamboat to cross river in that way.

Walter Sands (sworn.) Lives on Sands' dock; came home between 12 and 1 that night; thought wind was very light; carried a lighted candle outside of house. Channel of river is ½ a mile wide, and flat about ¼; Hamlet sunk from ¼ to ⅓ distance across river, inside of ranges to Blue point, a little over a mile from his house, 1¾ mile from his house; Hamlet lies ⅓ way between White house and Blue point. Hamlet sunk about 20 rods to eastward of edge of flats; was room enough between her and flats for steamboat and barge to have gone, but never see steamboats go there.

Witness went with his candle on east side of his house.

Witness recollects there was no wind of any account that night.

Flats run down in range from Blue point to near Sands' dock.

Isaac E. Pendy (sworn.) Lives at Milton, on Sands' dock. Ham-

her wheels before striking; judged she was going 9 or 10 knots; blow slewed Hamlet W.; witness jibed over to clear steamboat, and kept away; was about abreast of sloop when she sunk; steamboat was close along side of her; mast was over steamboat. Sloop went down, head first. Witness thinks he was running about 2 miles; wind north, directly down river, and light; had kept close with Hamlet from Crumelbow.

Cross examined.

Thinks course of river about N. and S. at that place. Witness's sloop minded her helm when he kept away; believes steamboat backed her wheels after collision; sloop sunk within 2 or 3 minutes; steamboat lay some time after; barge of steamboat on larboard side; did not see any light in rigging of Hamlet.

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Hamlet heading directly down river; wind unsteady at time; witness going about 2 knots; saw steamboat 1½ mile off, and thought she was on east side, and going up that side, as witness's sail shut her in; boom off E. Captain O. called to witness she was crossing river, and she soon opened to witness's view; did not observe that steamboat stopped her wheels till she struck; turned sloop round; head same way with steamboat; then thought she backed her wheels, and that started sloop a little backward, which rolled over to windward; then rolling back her mast towards steamboat, and sunk immediately; did not know sloop at time; had to keep away to get from steamboat.

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Witness's 4th trip, only two on deck; did not call Knox when saw steamboat take sheer; never sailed with Hought before; had seen him on board other vessels steering. 1st trip of other man on this sloop.

Knox had been 2 or 3 trips before. When steamboat got within about length, thought she would certainly strike; was not frightened; made up his mind she would strike; did not hail boat or man at helm; no use to change her helm then; does not recollect saying on board steamboat that he ordered change as were coming together; said that when steamboat was ¼ mile off, he ordered to luff a little, and then, to steady; did not change again. Gave that order because were some vessels ahead, and did not know but steamboat might take a sheer because of them; when he luffed, bore hard in, west; 5 to 10 minutes after ordered to luff before ordered to steady; wind light, vessel did not fall off a great deal. Had no light on deck; shortly after steadied; steamboat appeared to be coming upon them, but did not order helmsman to keep away, and did not say on board steamboat he gave such orders; does not consider himself a regular pilot; has had charge of sloop on his watch; believes man at helm was a good pilot; man at helm takes direction from look-out; has piloted a schooner or two up the river; not usual for steamboat to cross river in that way.

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Witness went with his candle on east side of his house.

Witness recollects there was no wind of any account that night.

Flats run down in range from Blue point to near Sands' dock.

Isaac E. Pendy (sworn.) Lives at Milton, on Sands' dock. Ham-

let was sunk; heard crash, and loud talking of men; very little wind—N. E.; night smoky but clear; it was the last of October, or first of November. Channel is ½ mile wide; flats run out fartherest on east side, narrower at place where H. sunk.

Next morning thought Hamlet lay about one rod out of line from his dock to Blue point.

Cross examined.

Measured river in relation to this suit; was out that night, between 12 and 2 o'clock; did not see Hamlet at time of collision; looked up river, and saw lights; did not see hulls of vessels; not very dark; could see vessels nearly across the river; starlight.

Flats are W. side over 5 rods in width. Hamlet next morning was from ¼ to ⅓ width of channel from flats on W. side.

Henry Hough (sworn.) At helm of Hamlet; saw steamboat about mile off on east shore, and man forward told him to luff a little to keep a good distance from steamboats, and then ordered to steady, and did so, and kept away straight down; did so; not way enough on sloop to send her through water W. N. W., but not sufficient to take main sheet out of water. Mainsail prevented his seeing steamboat till she crossed bows of Hamlet, and was then right against H. Had no time to do any thing; hardly to save their lives; she did not stop her wheels to his knowledge; man forward ordered him to get small boat, and then hallowed to men in cabin. All jumped into boat; and, as witness left her, she was going down head foremost, and struck her mast on forward gangway of steamboat.

Cross examined.

Is not a pilot; sails as hand; depends of course on man forward for direction; did not notice Bird, whether he was frightened or not; Bird did not tell him to keep away. Witness never said so; only gave one order—that was to luff; could not tell how much he luffed—can give no opinion; did not hear any order or call to keep away from the steamboat. Men in cabin did not come out till called by Bird; collision jarred so heavily, that [it] threw him nearly across the deck; by putting up helm, could not have kept her away; at rate she was going, she could not have obeyed her helm.

Harry Coombs (sworn.) Was on board barge towed by steamboat at time of collision. Steamboat sheered pretty well towards west shore, and continued sheering in—witness did not understand from what cause—and soon blow came. Saw steamboat had passed some sloops; after steamboat was backed, sloop fell off, mast came on to steamboat and then sunk. Does not think steamboat was stopped at all till she struck. I was a hand on board the barge.

Cross examined.

Did not see the Hamlet before the collision; could not see sloop

ahead when steamboat was sheering, for was aft. Saw two passing steamboat, steamer on east side. Thinks steamboat was going at her usual speed till she struck. Did not look at the engine; can always feel from jar or stop of barge, when steamboat stops wheels. Left New York about dusk that night—started a little after her time that evening.

Cross examined.

Left New York between 6 and 7—usual hour 5. Went to his room between 10 and 11 that evening; does not know that boat had stopped at any landing that night.

Had stateroom near stern of boat—family with him; went down stairs, and ran forward, and does not know that he saw sloop at all. Man came on board from sloop 10 minutes after witness went forward; thinks steamboat was backing as he went down. If blowing off steam, would be necessary to hail loud; observed, however, that wind was blowing quite freshly; thinks steamboat was detained half an hour or more.

For depositions of Alexander Days and William Sherwood, see commissioner's report.

For claimants.

James Beebe (sworn.) On N. J. night of collision; did not see it; commanded N. J. that trip, and one after; heard it; was in state room hall. Heard pilot's signal bells rung previously—first one was to slow the engine, 2d was to stop, and then rang to back her; came out within a minute probably after 2d bell rung. Bell to back her had rung before he went out; knew by movement of the boat that the bells had been obeyed; she had slowed, stopped, and backed before she struck; when witness got forward, N. J. was headed directly up the river, as near as he could judge, &c.; sloop had her bows under guards of N. J., starboard side, 50 or 60 feet from bow of N. J., and directly athwart ships; bowsprit of sloop entered N. J. 25 to 30 feet from stem; perforated completely through outer plank and lining, till checked on larboard side by lining; passed completely through and across, and was left sticking there when sloop went down; wind was W. N. W., and pretty good sailing breeze, as he thought; observed strength of wind by swift drifting of small boat past. Sheet was all out, and mainsail flapped; jib was badly torn; mainsail appeared to be whole; thinks left N. Y. 15 or 20 minutes after 5 p. m. Was towing loaded barge 110 feet long on larboard side; not sure how tide was; should think about slack water; should think had yet had no ebb tide. Had talked with men from sloop from ¼ to ½ hour after collision; all four were together in the conversation—tall man (helmsman) said man on look-out first told him to luff and he did, and then ordered him to keep away, and said he did keep away; was ordered to put his helm first one way and then the other way; afterwards, and before got home, said he did not luff at all. Then said man forward run aft; could not be such a fool as stand forward when vessels were coming together. In answer to ques-

tion of Capt. Hillger why he luffed, he answered he did not, and if he had done so should have struck steamboat with bowsprit, which would have gone right into steamboat; and, as it was, steamboat struck him on weather bow. Witness did not at that time know bowsprit of sloop had entered N. J. Witness next day examined stem of steamboat; it was not scratched at all.

Cross examined.

Recollects was a little behind time that evening; had not got boat round in time to get coal on and be off at 5; thinks barge was of 300 tons; does not know what her cargo was.

Witness was in hull between state-rooms on upper deck at time of collision; turned in 15 or 20 minutes before the collision; not asleep—had not been; had not stopped at any landing that night; crash was pretty loud, and also sensibly felt; saw pilot in wheel-house; did not see him come out; sloop sunk within 2 or 3 minutes after he got on to main deck.

Thinks N. J. backed a 2d time as boats lay alongside; as sloop went down, careened over, and mast had struck steamboat and broke several [rails], and rather keeled over to larboard, and went down quarteringly, head foremost.

Did not leave his berth till 2d bell rung, and perhaps a minute after first; probably ½ minute between 1st and 2d bell, and as long after before signal to go back; last had rung before he got out of state-room—stopped to put on coat, boots, and hat; night was unpleasant, dark, and misty; had been darker before.

William H. Dunspar, (sworn.) Was mate of the barge; was below deck at time of collision; first he noticed was barge bringing up or hanging on stem lines; did not hear collision, but that shock started him, and he dressed and went on deck. Did not see sloop; had sunk before he got up. N. J. was headed nearly right up the river, and was lying to.

Had conversation with the two men who were on deck of sloop; asked them how they came into N. J. They said she came into them. Asked them where they were and how headed; said were before wind, with boom off to eastward; man forward said when saw steamboat coming gave orders to helmsman to luff, and said he luffed and intended to go to westward of steamboat. Witness asked how steamboat could strike head on if he was luffing; he said before vessel struck he gave orders to keep away, but *was* too near together to obey order.

Had talk with man at helm after that, who told same story as man forward, except he said after luffing a short time was ordered to keep away and did so, and then repeated order to luff again and keep away and did so, and then repeated order to luff again and keep away. Asked steersman if he was frightened; said he was. Asked if man forward seemed frightened; said he did very much. Man forward said N. J. struck him stem on, on weather bow.

Barge measures 185 or 187 tons; she was partly loaded—40 to sixty tons on board.

Thomas F. Salshaugh (sworn.) Engineer 12 or 14 years; now on Neptune to Providence; was on board N. J. night of collision; two on board. Witness was at engine at time and just before collision; bell rang to check her, and witness shut her down close ½ to 1 minute; bell rung to stop her—did so ½ minute; two bells rung to back her—obeyed that; got about one turn back, before they struck. Engine is above deck. Obeyed the orders immediately; did not see sloop; felt the jar, and heard the noise. Boiler partly raised; concussion lifted guards. Had on 16 or 17 lbs. steam on. That was low to what had carried; was going that night from 18 to 22 on average; had just put in full fires, and steam was knocked down; not going over 6 or 7 miles an hour; not making over 15 or 16 revolutions at time.

Cross examined.

Joined N. J. that afternoon; Mr. Van Santvord ordered him to go on board her; had belonged to Meteor, just laid up; had never been engineer to N. J. before; witness took 2d watch; was called up between 12 and 1, about 12, about at Newburgh; first part of night had run 9 or 10 miles the hour; before his watch steam got down by change of watches with fireman; recollects he touched gauge just as bells rung; 16 turns would not carry her over 6 or 7 miles with a barge, (would if she had nothing in tow;) did not count her revolutions at all; did not leave N. Y. till near 6 o'clock, or after; detained for coal; tide was flood; had been up and down the river in the boat, but not as engineer.

Thomas Whitley (sworn.) Steamboat carpenter repaired N. J. after collision; bowsprit of sloop had entered half width from port window, breaking through outside plank and inside lining, and down through to opposite side; blow appeared to be direct and straight against boat, and not glancing, and blow opposite was directly opposite the place where bowsprit entered, thinks 30 to 35 from stem, from conjecture; did not measure distance; could not see that stem of steamboat was scraped or rubbed, or that any other part of deck had come in contact with sloop, except directly over this port window.

Cross examined.

Part of forward side of port window broken through as if cut with sharp instrument; then appeared to have caught on beam next aft of port window, and run across to opposite side out into that beam, so that had to put in new piece at rear end; bowsprit struck the beam from 2 to 3 feet from starboard side of N. J.; window 14 or 16 inches wide, and beam just aft of it; works a good deal for Peoples' line; bowsprit was pressed in so hard that [it] had to be cut out; a board was nailed on outside; bowsprit was broken off just inside of plank; bowsprit was about 12 feet long, as was in N. J.

George Dobson (sworn.) 2d pilot of Buffalo; was pilot of N. J. night of collision; was at wheel at time of collision, and from N. Y.,

except time of taking his tea; saw Hamlet a mile or more ahead, she being most to west of all the vessels; great many vessels coming down; made course to clear her, as he had all the rest from Clinton's point up; had plenty of room, as if she had kept her course he should have had nearly ½ of river; first she luffed, and witness hauled more west to avoid her; she had been running straight down the river, and was perhaps ½ of a mile off when she changed her direction; when she luffed she bore more for steamboat; should have gone clear had she kept her course; fearing she would not clear steamboat, slowed her, and hollowed to sloop to keep away; then stopped steamboat, and hailed again to keep away, and saw man shove his helm down, (which would luff her up,) it luffed her directly round; the instant witness saw him put his helm down, rang the bell twice to back, and sloop came head into her, as nearly head on as he could judge, might be a little glancing, and she ran against steamboat; hailed with loud voice; thinks would have cleared without trouble if sloop had not luffed last time; after helm was put down, nothing more could be done on N. J. than was done; her direction could not be changed, and could aid in avoiding sloop only by backing.

Cross examined.

That night went on board N. J.; been 3 or 4 years in Peoples' line; Mr. Van Santvord sent witness to boat; does not know that he is owner in line or not; he is one of the principal managers; Drew another, and then chief director; heard he was owner; witness hired to him as runner, but good deal of time has been pilot; has also been captain; passed more vessels that night than he ever before saw on river; first part of night very dark and bad, but had become more clear at time of collision; nothing to call witness' attention particularly to Hamlet; does not recollect passing any vessels in immediate vicinity of Hamlet, passing some below; did not pass any vessel close to eastern shore of Sands' dock; was then ½ river off W. shore; began at Clinton point to lay his course gradually across river so as to get on W. side; wanted to get to windward of vessels which had generally jibed; could in such state generally run over to west shore; sloop nearer the shore when she struck than when she sunk; thinks she sunk nearly ½ of river off shore; she was dragged off by backing of N. J., he thinks all of 200 feet or more, before she went down; sloop luffed twice; 2d time came dead up and direct into N. J.; N. J. backed twice, once when sloop was sinking.

Been on river 17 or 18 years pretty steady, in all 25 years.

Has run season as pilot, sometimes not on same boat.

Thursday, July 15—Continued.

Samuel Ray (affirmed.) Heard testimony of Dobson, (pilot,) and Whitley, (carpenter,) and from their description of position of bowsprit, the sloop must have come upon N. J. at about right angles; cannot conceive how N. J. could strike sloop so as to produce like result.

Cross examined.

Was pilot of steamboat Albany 11 years; been engaged boating as mate, master, and pilot, ¼ of a century.

Cornelius Fisher (sworn.) Pilot on board N. J.; has been in Washington, Frank, Legislator, and has also been pilot of sloops; was on board Washington night of collision, and in sight of N. J. from Hamburgh, along side of her a good deal of way, and thinks about ½ a mile below her at moment of collision; witness kept on east side of river from Hamburg, and N. J. was in about middle of river, heading towards Clinton's point.

Witness kept more in land on account of the wind; after the N. J. got up to about Milton, on Sands' dock, observed N. J. haul over to west shore; there were a great many sloops at the place, and considerable wind; witness concluded also to haul over toward W. side to get out of way of sloops, and give them east side; when witness was opposite Sands' dock about, observed a sloop inside of him near by, and did not expect to see one in so close, and witness sheered off to clear her, and then found himself coming on to another that he was obliged to go over to west shore; does not think he could have gone any other course without getting foul of vessels; saw N. J. cross, and she was over so as to be able to head up the river before reaching the place where the collision took place; there is a pretty high bluff near place of collision; wind was about down the river; was a moderate breeze enough for vessels to steer by freely; after collision, a sloop came down under sail nearly upon him, but stopped boat; hailed him, and she kept away and cleared him; if she had luffed, would have come directly into one of his barges.

Witness saw bowsprit fastened into N. Jersey, and nearly perpendicular; when he saw light on sail it was on starboard side of steamboat.

Cross examined.

Was going pretty much same course in crossing as N. J., and supposes she would come over at about Blue point; that general direction; kept in wake of N. J., and then saw reflection of light on sloop's sail, supposes at about minute of collision; could not tell how either of the vessels were heading, but observed, after collision, N. J. bore off to W.; stopped his boat only the time described by him before getting to Poughkeepsie.

Was near in to each shore when he began to put across, sometimes the length or twice [the] length of the boat, and thought it as near as was proper to go; did not think of looking for sloops in there; was going round under stern of N. J. when met sloop; she was going right down the river, and witness was pointing directly up the river; witness about ¼ of mile from N. J.; lights from forward lamps of steamboat could not have reflected light on sails, nor would stern lamps; different kind of light from that of furnace.

Joseph W. Hancock (sworn.) Master and owner of steamboat Buff-

alo; knows Dobson; is 2d pilot of witness' boat; considers him equal in skill to ordinary class of pilots.

Cross examined.

Post is his first pilot; gives Dobson $25 per month; Dobson does other work, and so does first pilot.

For libellant.

John Dunbar (sworn.) Pilot 18 years; on North river 26 years; some acquaintance with George Dobson; sailed with witness about a month, did very well then; has seen him since on other vessels; first pilots generally have $60 per month for year; 2d pilots $40 for 10 months.

Captain Fisher's reputation good as pilot; one of oldest on river.

Martin H. Truesdall (sworn.) 12 years on river; knows Dobson; has seen him pilot of small class of boats; don't know whether first or second pilot; employed by spells, and generally in opposition line, and has been engaged on wharf, and would take place of other pilots at times to assist.

Was on board Columbia with witness one trip; did not consider him capable of handling the large class of boats as well as other men; had not the confidence; knows the river; has heard pilots say did not think he was first rate pilot to handle large boats; N. J. is large boat; witness is stockholder in Peoples' line; N. J. was at that time owned by that line.

Cross examined.

N. J. about 3d rate boat for speed; thinks N. J. largest boat Dobson ever undertook to pilot; Dobson had difficulty getting Columbia into dock N. Y.; she is faster than N. J.

Dunbar again. Not prudent to cross river under bows of a fleet of sloops before a breeze of wind.

Should think if he was opposite Sands' dock, and could see a mile on river, and sloop was ½ from W. shore across, it would not be prudent to attempt to cross over and go to W. of her; it would be going under her bow, and a close shave, and in such case steamer ought always to cross the stern; don't recollect saying for $250 would get libellant pay for his sloop.

James Lynch (sworn.) Been 10 years on river with sloops; never heard of Dobson being a pilot till this accident, except Boston, perhaps, or N. J.

Carl Dubuque (sworn.) Pilot of sloop Highlander; has sailed with Dobson on Boston, as 2d pilot, from N. Y. to Albany; has seen Dobson shiver at wheel; seemed to be scared at hitting the dock; never knew him make but one good landing; had to put boat round 2 or 3 times at Kingston, to hit the dock.

Boston ran to Albany 6 or 7 years ago; went on N. J. 3 or 4 years ago. Dobson, 2d pilot, 5 or 6 weeks; witness a hand on board, as near

as witness could judge. Dobson was a careful, cautious man. Boston ran to Albany 5 or 6 weeks.

For claimant.

——— Ray (again.) First pilot of Albany, Jenkins, Capt.; no imprudence to pass river, under supposition that wind was 2 knots, sloop ½ width of river, and steamboat ½ mile off, to go west of him.

At a special term of the district court of the United States of America, for the southern district of New York, held at the City Hall, in the city of New York, on Saturday, the first day of August, in the year of our Lord one thousand eight hundred and forty-six.

Present, the honorable Samuel R. Betts, district judge.

JOHN H. STEBBINS
vs.
THE STEAMBOAT [NEW JERSEY,] her tackle, &c. } 466.

This cause having been heard on the pleadings and proofs, and argued by the advocates for the respective parties, and due deliberation being had in the premises—

It is now ordered, adjudged, and decreed by the court, that the libellant recover, in this action against the Steamboat New Jersey, her tackle, &c., the damages sustained by the sloop Hamlet, and the cargo on board.

And it is further ordered, that it be referred to one of the commissioners of this court, to ascertain and compute the amount of such damages, and to report thereon to this court with all convenient speed.

SAM'L R. BETTS.

U. S. DISTRICT COURT.

JOHN H. STEBBINS
vs.
THE STEAMBOAT NEW JERSEY, her tackle, &c.

In pursuance of a decretal order, made in the above entitled cause, on the first day of August instant, by which, among other things, it was referred to the undersigned, one of the commissioners of this court, to ascertain and compute the amount of damage sustained by the sloop Hamlet, in her collision with the Steamboat New Jersey, and the value of the cargo on board.

I, George W. Morton, the commissioner, to whom the above matter was referred, do report that I have been attended by the proctors of the libellant and claimants, and have taken and examined the testimony offered in support of the libellant's claim, and the testimony offered by the claimants in opposition thereto, and do find that the sloop Hamlet, at the time of the collision with the Steamboat New Jersey, was worth the sum of twenty-eight hundred dollars, and the cargo on the boat the sum of five hundred and twenty-eight $\frac{35}{100}$ dollars, amounting in the

whole to the sum of three thousand five hundred and twenty-eight $\frac{85}{100}$ dollars, being the damages sustained by the sloop Hamlet and cargo, in her collision with the Steamboat New Jersey, dated September 25, 1846.

All which is respectfully submitted.

GEO. W. MORTON, *U. S. Com'r*.

U. S. DISTRICT COURT.

JOHN H. STEBBINS
vs.
THE STEAMBOAT NEW JERSEY, her tackle, &c.

Testimony on reference, Sept. 7, 1846.

James T. Van Keusen. That he resides in New York; that he follows the river for a business; that he has been master of a vessel on the North river, and has followed the river from 20 to 25 years, and has had an opportunity of becoming acquainted with the value of vessels navigating the river, and has owned and been interested in vessels during that time. Saw the sloop Hamlet at Poughkeepsie since she was raised. What other folks would give for her I do not know; in my opinion she is worth nothing except for firewood, and not much of any thing for that; she is not worth repairing. I would not repair her if she were mine.

On his cross examination. Saw her about two months since; she was not afloat; she was between the vessels that got her up in the chains; her decks were out of water; did not go on board of her; was on board one of the other vessels, and looked at her; she was stove in forward, next to her stem; she was split apart, the ends of her deck beams being down. I was not there but a short time, and did not pay more particular attention.

JAMES T. VAN KEUSEN.

Tunis M. Snedeker (sworn.) That he is about thirty-seven years of age and a ship carpenter by profession; has been more or less engaged in the business for some years past, and exclusively for the last year, in hauling out and repairing vessels [at] Snedeker's landing. The sloop Hamlet is now at our landing. I saw her this morning; she has been there 6 or 8 weeks, and perhaps more. What is the value of the sloop at this time? I do not consider [her] of any value. She might be worth something to some persons, under particular circumstances, provided she lay convenient to persons in want of firewood, and then, perhaps, it would be worth as much to get it off as the wood was worth. Is she, in your opinion, worth any thing to repair; and if so, how much? I do not think she is worth any thing to repair. From appearance, looking at her, her larboard bow is stove from the forward chains to the stem; she is split open forward; and, I should judge, from the head of her stem to the step of the mast. There were two or three of her main-deck beams broke, and the forward end of her main-deck is mashed down, and the quarter-deck is mashed down; her mast is out of her;

from appearance, she looks as if she was broke in two, or twisted dreadfully.

On his cross examination. She lays in the water still; we have hauled her up partly; at low water, I should [judge] you could see within 2½ feet of her keel; at high water she is nearly full. Did not see her before her spars were taken out. The timbers appear to be sound, not rotten; none of the standing rigging is left about her. Capt. Lewis brought her to our landing. Did not see her before she was brought there; no anchor or chain.

T. M. SNEDEKER.

Anthony Snedeker (sworn.) Says that he is 50 years of age; a ship carpenter by profession; resides at Brooklyn, and has followed his business at Snedeker's landing for the last ten weeks. Knows the sloop Hamlet; she now lays at Snedeker's landing; she is split down forward as far as you can see, and parted open; over a tier of her deck-beams are broken, and her carlines on the quarter-deck stove in. I should say she is very much injured; a complete wreck; she is not worth repairing. I should think she would be a damage to me if I had to do any thing with her. I would not buy her for any purpose.

On his cross examination. Has examined the vessel particularly, as far as I could get round her. I had not seen her from the time she was damaged until she came to the landing. On further direct examination he says, he examined her to [see] if she was worth repairing, in hopes that they might have the job.

ANTHONY SNEDEKER.

Benjamin Mull (sworn.) Says that he has followed boating for twenty-four years. Has had an opportunity of becoming acquainted with sloops in the river; was acquainted with the sloop Hamlet previous to her collision with the steamboat Narragansett. I should think she was worth three thousand dollars previous to the collision.

On his cross examination. Has seen her off or on for the last fifteen years, every season. As she was going up and down the river? Yes; has been on board of her a great many times; never examined her timbers or build. Don't know the length of the sloops or breadth of beam. Don't know her age; she was worth that, as other sloops were selling; saw her several times last fall, previous to the collision. When you say she was worth that, as other sloops were selling, do you mean that you judge from what other sloops sell for that looked like her? He says that she was honestly worth that, as she had been new bottomed and repaired, and a new suit of sails and rigging, and new timbered; she had been repaired at Coocksachee, within 8 or 9 miles of where I live. I saw her rebuilding. It was 3, 4, or 5 years ago; I am not certain which. Does not know her tonnage. Has bought an interest in a sloop 15 years ago; none since.

On farther direct, thinks she would measure from 80 to 100 tons, and would carry 140 tons. Has been with other men when they have bought sloops.

BENJAMIN MULL.

Horace Acher (sworn.) Says he is about 38 years old, and has followed boating on the North river ever since he was a boy. Knows the sloop Hamlet about 5 or 6 years since; she was extensively rebuilt in 1846. Saw her while she was undergoing repairs; went up the ladder on her sides. I should have been willing to give $3,000 for her before she was sunk, if I had had the money.

On his cross examination. Does not own a sloop at present; is a pilot on the river. Never bought a sloop; could not tell the dimensions of the Hamlet. Only examined her timbers when she was on her ways repairing. Examined her inside and outside; her timbers were oak and locust; does not recollect what timbers her stauncheons were of; don't know her age when she was repaired. She had a new bottom and new timbers, but how many cannot say.

HORACE ACHER.

John S. Tappan sworn. Says he has been a boatman on the North river; as boatman in all capacities, from cook to captain. Knows the sloop Hamlet before she was sunk. From the way I saw her rebuilt, and knowing that she had a new suit of sails last summer, I should say she was worth in the neighborhood of $3,000.

On his cross examination. Does not know her length, but judges she was 24 or 25 feet beam; saw her the trip before she was sunk; never bought a sloop.

JOHN S. TAPPAN.

Johnson Van Antroupt sworn. Says has followed the river more than twenty years. Has known the Hamlet eleven or twelve years. Has been in her and sailed in her as pilot. She was repaired the summer before I went on board of her in 1841. She was fully repaired and perfectly sound and tight as far as I could see. She had a new suit of sails, I bent them myself last summer. The first season I went on her I put on a full new gang of rigging. The fall before she was sunk she had a new boat. The last season she had all new running rigging from stem to stern. She was what you may call a second quality of sloop at the time she was sunk. The first class of sloops are worth from $6,000 to $7,000 *dollars;* her value at the time she was sunk was fully $3,000, as other vessels of her class sell.

On his cross examination. Don't know the exact dimensions of the sloop. She tons about 90 tons. Never built a sloop or bought one, but has been a strict observer of vessels built and rebuilt. I have put 146 tons in her, and then she was not full; she would carry 150 tons.

VAN ANTROUP.

Horatio N. Woodward, jr., sworn. Says that he was acquainted with the cargo of the sloop Hamlet when she came in contact of the steamboat New Jersey on her passage down the river. It consisted of curb, gutter, flagging, and bridge stone. I measured the stone and agreed for the sale of it here at $528 *dollars*, deliverable in New York.

On his cross examination. Measured the cargo at Malden, while it

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was going on board. I measured it the day before and the day she left the wharf. She left the wharf in the afternoon, and the next morning I heard of her being sunk. Has a memorandum of the time at home, I think the 26th or 27th of October; does not recollect the number of feet of stone, but the memorandum will tell.

It was worth that amount at Malden less the freight. I think the freight was between 80 and 90 dollars. Witness lives at Malden. The stone belonged to witness's father. The stone was sold at the usual price. Don't know whether Captain Stebbins has paid his father for the stone; will send the memorandum to the proctor.

HORATIO N. WOODWARD.

Adjourned until Monday the 14th September, at 11 a. m.

MONDAY, *September* 14, 1846.

The parties appear pursuant to adjournment.

Testimony for the claimants.

William Tooker sworn. Says he is a ship builder; resides at Malden, Ulster county; has ways at Malden. Knew the sloop Hamlet; has known her for about two years; did some repairs on her the summer of 1845. Some time about August, she was in running condition. She was like other vessels, some decay about her; her deck was pretty poor; as to her hull, I cannot speak about it. Which part of her was damaged? Well, I put in her bowsprit. I put a set of partners into her, and had some of her deck up; her deck plank were some of them worn, and some damaged. I have dealt in sloops, built them, and owned them, and dealt in them considerable.

What was the Hamlet worth after you repaired her?

Well, I never examined her throughout to say what she was worth. From what I could judge of the Hamlet, I should say she was worth from twelve to fifteen hundred dollars, as vessels of her class were selling.

On his cross examination. The occasion of witness repairing her was on account of her being run afoul of by a steamboat. The steamboat had carried away her bowsprit. Did not observe her rigging or sails; did not observe her outside plank, so as to give a correct account of them. I put on repairs in the neighborhood of $100. I have been told that she had been rebuilt. Did not examine her at all with a view to see what she was worth. The only decay I saw was in her deck and deck beams. I think she needed a new deck; some part of it was better than others. I cannot say there was any thing poor about her, except her main deck; never had occasion to examine her, except on the occasion he has stated. Knew her the summer she run from Malden. Without seeing the sails and rigging, and examining the hull, I could not speak with any certainty of the value of the vessel.

On further direct. Does not know the age of the vessel or her tonnage; suppose her to be about 80 or 90 tons, and that she would carry

100 tons of cargo; a vessel that would carry 150 tons would be more valuable than one that would carry 100 tons. She was an old vessel. Don't know her age; judges from her appearance, and from the fact of her having been rebuilt. She ran to Malden the summer of 1845.

WILLIAM TOOKER.

Stephen W. Simmons being sworn. Was one of the late firm of Bell & Simmons. They were shipwrights and caulkers, and did business at Cocksackie. Did repairs on the Hamlet at Cocksackie in 1841. She was rebuilt by our firm. Is as good a judge of the value of sloops as some others. It is not in his line of business. When a vessel comes to be repaired they can tell what it will cost. Are never asked the value of the vessel. Our bill for ship carpenter's work on the Hamlet was about $1,200 *dollars*. She ran on the river up to the time she was put in hand to repair. She was not sound, or she would not have required to be rebuilt.

What was her hull worth before you rebuilt her? (Objected to.)

I should suppose six hundred dollars. I think that she was stripped before we took hold of her to repair. An old sloop after she is rebuilt is not worth as much as a new one; does not think they were as well got together as a new vessel generally, and we sometimes put timber in an old vessel that we would not in a new one; we did not in this case. Alexander Days was in our employment when the vessel was rebuilt. I examined this boat thoroughly when she was repaired, so far as the repairs were concerned.

In the first place we cut off her quarter deck six feet. We put in beams in the main deck, and patched out the deck to it. We stripped her quarter, both sides, from her quarter deck to her keel; we took out all the rotten timbers, and put in new ones in *their* place of the rotten ones, and did other work on her.

On his cross examination. The coulter was shipped, with the exception of some forehoods, which we considered as good as new. Does not recollect whether an entire new stem post was put in or not. Sealed her from the main hatch aft, about one-third of the whole ceiling, plank shears new, except a little place. New plank on her bottom. Her keel was hickory. Was sound and required no repairs. New beams were put in to lengthen out the main deck; a small hatch; put in a new bowsprit, but I do not recollect about a king post. Bulwarks new, inside aft, but not disturbed.

The object was to make a thorough repair of the vessel; we agreed to put in a certain number of square feet of plank and timbers for a certain sum, and that not being sufficient, and further repairs required, we did them, and charged an extra bill for it. The bill of $1,200 was for ship carpenter's work and caulking the new work. Mr. Stebbins worked at her, and his labor was not counted in the bill for $1,200. It did not include for paints, oil, or putty, or the painting, nor the blacksmith's bills; did nothing to the cabin; that was the joiner's work. The finishing of forecastle was not included in wit's bill. Towards the

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end of it, Mr. Stebbins had some two or three men at work for some two or three weeks, scraping, setting up rigging, &c. The stuff for the water-ways was not included in wit's bill; no sails, rigging, anchor, or new yawl boat was included in wit's bill. Were over two months rebuilding her. Mr. Stebbins worked there and attended to it all the time she was repairing; his labor worth about $1 per day. Does not think they made any thing on the job. Painter's bill about $100. Blacksmith's bill for the hull about $25; about from $320 to $330 for a very plain finish for the cabin and forecastle.

Has seen the sloop go by sometimes loaded with hay, stone, brick, &c.

STEPHEN W. SIMMONS.

Cocksackie, Nov. 1, 1844.

This is to certify, that the sloop Hamlet was rebuilt by me, and I consider her as strong and as good, and as safe as any vessel at five years old; her plank is new from the keel up, except about 200 feet of forehoods.

STEPHEN W. SIMMONS.

James L. Lewis (sworn.) Says he is a wrecker at present. Saw the Hamlet after she was sunk; saw her first about the middle of June last. Last fall was called upon by Mr. Stebbins to go and raise the sloop Hamlet with him. I made a contract to raise her; I proceeded last fall to do the business, in the progress of which winter set in. Ice drove me from the business. This spring, about the 13th of May, I was on the ground again, and succeeded in raising her about the 15th of June. It was then practicable to raise her. The expense of raising her and beaching her decks out at high water, was five hundred dollars. That would not have put her on the ways. That would be $25 in addition. She was in sixty-five feet water when I first went to her. She had no spars when I got her up; they were all gone. I saved her jib stay and topping lift last fall; her shrouds were attached to her when I raised her this summer. No running rigging of any amount was saved. Jib utterly worthless when gotten up. I have the boom, which is good. Also the broken mast. Her chains were saved, and her tiller windlass and sampson or king post. Her traveller was broken. I took out and have her main sheet. Traveller, dead eyes, quarter, and taffrail rail were pulled up by the grapnel irons. Cabin windows, straps for the dead eyes, and the blocks of her main purchase runner, four of them; don't know what became of her mainsail; her jib was rotten from being so long under water. My impression is that Mr. Stebbins told me he sold the mainsail for some small sum. It being torn in two. The Hamlet's rudder was gone. The carlines in her quarter deck were broken, and the deck was forced in; her cabin doors were gone; her main and after hatches were gone; her deck beam aft of the main hatch was sprung; her apron and breast hook were destroyed, and her betweens were swept off aft to her traveller. She was split open from her stern to her keel; her bulwarks were broken in by my chains in two places; her samson

post was split. I know of no other damage to her hull, except the general jar of the vessel; she was not wrung that I could perceive.

The stone that were in the hold were saved. I have sold it, and my bill for getting it out was just about the amount it sold for. It was a tedious job, getting it out; I have sold nothing else. For what could you have had the damage to the vessel repaired for, so as to have made her as good as she was previous to the collision? (Objected to.) From my experience in repairing my own vessels, I have no doubt that $250 would have made her hull as good as it was when she was sunk; but on consulting with the ship carpenter, and going through the particulars, item by item, and making very liberal allowance as we thought, the footing of the estimate was about $400 for her hull and spars. I have had several vessels repaired, but am not a ship carpenter, or shipwright.

On his cross examination. Did you not refuse to take the vessel for your bill after she was up? I did.

William Foster (sworn.) Is a boss ship carpenter; has not a great deal of acquaintance with the Hamlet. Has seen her and knows her as a sloop; does not know her age; saw her last Saturday at Snedeker's railway; bow on the beach; I examined her. In what condition did you find her as to soundness? I found considerable decayed wood about her; I found a number of her top timbers forward decayed; I found her apron somewhat decayed. Her deck was poor—patched considerable. Did not examine her deck beams. I found her hull, taking the whole of the outside of the vessel, fore and aft apparently, and from the beak of her deck aft, apparently old, with the exception of some new pieces in it; about five-eights of her was old, and the rest new. Witnes has bought and sold vessels, and rebuilt vessels. I should think her hull was worth $1,200 after she was rebuilt. It takes a long while for timber that is sound to decay under water. If the decay had commenced, it would accelerate it by being under water. If I wanted a vessel, I would give $250 for her as she lays.

On his cross examination. Never examined the Hamlet previous to her being sunk, and does not know what was the value of her hull at the time she was rebuilt. If I had time I would take her as a gift, and stipulate to repair her. A new main deck would cost from $125 to $150; her stern lays deep in the water; her keel is not bare at low water. Captains of vessels who are sailing sloops up and down the river, and familiar with them, are better judges of their value than ship carpenters, and other builders, who merely see them running up and down the river, and do not examine them.

On further direct examination, he says, he does not include the deck frame in his estimate of $125 to $150, only the plank.

WILLIAM FOSTER.

Cornelius Hadden (sworn.) Says he is a ship carpenter, and resides at Athens. Knows the sloop Hamlet; saw her last Saturday at Snedeker's landing; has built and repaired sloops; examined the Hamlet, what he could see of her; I found her timbers, those that were in sight

principally poor, rotten or split. I saw her two forward beams were settled under water. One beam, the end of which was out of water, was rotten. Her main deck was apparently very poor, and patched; her quarter-deck apparently in better condition, though it did not look new. Her bends on the outside were considerably patched; new pieces put in. I would not take her and repair her, from the fact that a vessel as old as she is, and the situation in which she lies, would not be worth repairing.

The Hamlet was thirty-six years old. What would a sloop of the dimensions and rig of the Hamlet and her age, with rotten timber heads, beams, and otherwise decayed as she was, be worth at the time the collision took place? (Objected to) From 15 to 16 hundred dollars; has been a ship builder 26 years; has built 2 sloops on the river, and one barge; has owned one vessel in company.

On his cross examination. Knows Mr. Hubbel, now present; lives at Hudson. Has never examined the sloop Hamlet, from the time she was rebuilt until last Saturday, nor been on board of her. Does not know what sails or rigging she had when she was lost. Has known her for 6 or 7 years, by seeing her pass up and down the river. Knows of her being 36 by information from a man that once owned her; examined her on Saturday morning, between 4 and 5 o'clock, about ⅔ ebb; she had three wales on her side. Knows the sloop Nancy of Athens; she is considered a pretty good sloop.

On further direct. Would the rot and decay you saw in this boat arise from her being in the water? I should judge not.

CORNELIUS HADDEN.

Peter Cramer (sworn.) Says he is a ship carpenter; resides at Poughkeepsie; examined the Hamlet in June, 1846, with the intention of rebuilding her; I examined her main deck; found it in pretty bad condition. I found one of her deck beams defective; main deck poor; a good many timbers that were put in short round her bows, and also split from her stem to the wake of her mast. What top timbers were not new were rotten; the bow timbers were a pretty good length; her apron was split, and I think a little defective; commenced rotting; could not say what her condition was before she was run into. Does not think that the timbers that he saw, that were short and split, were proper timbers to put in her when she was rebuilt.

A sloop that is rebuilt is not as good as new; I never knew a vessel that was rebuilt, but after two or three years, defective timbers would be found, (means rotten.)

On his cross examination. He says a new sloop that would carry 150 tons would be worth $7,000. Never examined the Hamlet, except on Saturday last, when she was in the water as before testified to.

PETER CRAMER.

Nathan Jesup (sworn.) Lives at Hudson. Ship carpenter. Commenced in 1816. Knew the Hamlet in 1813 and 1814. Saw her on

Saturday morning last. She lay in the water. Found her timbers bad; 5 out of 6 of the old ones; they were very much split. Thinks there were half a dozen timbers forward that were split and short, that were too short; I pulled one out.

If those timbers were put in when she was rebuilt, I think they were badly put in. Saw two or three similar timbers on the other side, not over 2 feet long. Thinks you could buy vessels as good as her for one thousand dollars.

The Grand Counsel was bought for $1200; worth two of her; $400 laid out on her.

The Othello was sold for $800; worth more than the Hamlet. The Comptroller sold within a week [*for*] from $2,300 to $2,400 dollars. Gen. Livingston, not as good as Hamlet; she sold for $800.

On his cross examination. Is acquainted with Mr. Hubbel. Knows nothing of the prices at which the vessels have sold except from hearsay. Has seen the Hamlet, but never been on board of her within 10 years; never examined her. NATHAN JESSUP.

Adjourned until 9 a. m., to-morrow.

Tuesday, September 15, 1846. The parties appear, pursuant to adjournment.

David Bigelow being sworn, says, that he resides at Malden, Ulster county, New York. Merchant. Has built sloops and owns sloops. Is considerably acquainted with their value; has known the sloop Hamlet for a number of years. She sailed from Malden part of last season, 1845, from a dock adjoining ours. Saw the Hamlet at Malden last season.

Can you state about what her value was in the season of 1845?

As vessels were selling I should judge the value of the Hamlet about $1500 dollars. She has been an old vessel ever since I have known any thing about vessels.

In estimating the value of a vessel, how much difference would it make if her timber heads were for the most part rotten, her apron had begun to decay, her deck was worn so that she needed a new deck, and most of her deck beams were rotten? (Obj. to.)

About one half difference in her value. I formed my opinion of the Hamlet. I formed my opinion of her value from her external appearance, without examining particularly. I did not examine her for the purpose of purchasing her or forming an opinion of her value. I do not know that she has run more than one season from Malden; previous to that, I knew her from seeing her pass on the river and at different landings. I have been interested in sloop navigation on the North river for about 10 years, and conversant for the last 15 years.

On his cross examination, he says, he has never followed boating as a business on the river. He has never examined the Hamlet at any time with a view to ascertain her value.

Did not know that repairs to the amount of two thousand dollars had been put upon her in 1841. Did not know what amount of repairs had been put on her. Was on board of her two or three times last year,

and those are the only times I recollect of being on board. I then remained on board only a few minutes.

I passed over her decks last season with a view to see what she was, simply to gratify curiosity. I did not examine her rigging; did not know that she had been rigged throughout, entirely new the season before. The sails were comparatively new. Did not go into her cabin; did not go below at all. Owns two sloops. The Asa Bigelow I value at $5000, the Gideon Lee about $4000. The Asa Bigelow is about 8 or 10 years old. Carpenter's tonnage 112, will carry about 175 tons. The Gideon Lee is about 2 years older. Neither of those vessels have been extensively repaired or rebuilt. The Asa Bigelow has never had a new set of rigging, and has had two sets of sails; those now on much worn. The Hamlet's wales are, I presume, old. A person examining the Hamlet, and giving her a thorough examination for the purpose of purchasing her, and being a man of good judgment, would be able to give a much more correct judgment of her value than I would.

On further direct examination, he says, a new suit of sails for the Hamlet would cost from $250 to $350.

D. BIGELOW.

Adjourned until 11 a. m., on Saturday.

Saturday, Sept. 19, 1846. The parties appearing.

John Patterson (sworn) for the libellants. Says he is a boatman and resides in Tarytown. I have owned vessels, and own some at present, and know something of the value of vessels. I formerly owned a part of the sloop Nancy. I think some part of her must be thirty or forty years old. When I bought her I gave $2000 for one half of her. She had been rebuilt one year previous to my buying her; she is still on the river, and belongs to Athens. I have frequently seen the sloop Hamlet previous to her being sunk. I was at Cocksackie when she was rebuilding frequently, and saw that all the old timbers were taken out, and she appeared to me thoroughly rebuilt.

From your knowledge of the sloop when rebuilt, with new sails and new rigging, what was she worth?

From what I can judge of the sloop at the time of the collision, I think she must have been worth from $2500 to $3000. Sloops were pretty high in price last year. I bought a sloop and schooner last year. The hull of a vessel is about half her value.

On his cross examination. Was on board the sloop Hamlet a great many times. I made up my mind as to the value of the Hamlet from what I knew of her, and my knowledge of the value of sloops generally. Went on board the Hamlet the first time about 15 years ago. She was then owned by Abm. Delany.

Would the fact of some of her timber heads being rotten, her apron beginning to decay, and some of her deck beams rotten, the main deck worn so as to need a new deck, and sides patched with short pieces, impair her value from the price you have set?

That would depend upon how far it had gone.

I think I saw her opened at Athens summer before last, and the plank shear off. She looked very good then, so far as I could see. A good apron would wear as long as any other part.

Would not these timbers I have mentioned as being rotten, indicate that the whole vessel was in a state of decay?

No. I had a vessel rebuilt last winter a year ago, and she had but few timbers rotten; the rest were as good as new. She was 28 years old. And then again, I have seen vessels that were comparatively new, with most of their timbers rotten. Could not tell the dimensions of the Hamlet; she was a very good model and accounted a fast sailer. The tonage of the Hamlet about 100 tons. Don't know her length or breadth of beam. The Nancy is about 100 tons; purchased ½ the Nancy in 1837.

On further direct. The Hamlet was worth 2500 to 3000 after she was rebuilt. I made up my judgment from the Councellor. I was offered $2500 for her, and my price was $3000; this was after she was rebuilt and run one year. I did not have new sails or rigging on the Councellor after she was rebuilt. When the Hamlet opened at Athens, about a year ago last summer, I could see from 12 to 15 timbers.

On further cross examination. The Councellor had been rebuilt one year; she was rebuilt at Athens by Mr. Perry. She was all torn down, wales and plank to her keel, the whole length of her, and all new plank put on her except where they had been put on 5 or 6 years before; no new keel or keelson; part of a new stem post; one or two new floor timbers. The vessel had never been rebuilt before; some new timbers were put in round her sides and between her old timbers. The old timbers that were in *were in* were as good as the new ones that [*were*] put in.

The sails were 5 or 6 years old when I was offered 2500 dollars for her. The sails when new cost $500 within a few cents.

On further direct. Did not put in a new cabin in the Councellor; altered and repaired it. Did not build a new forecastle. The standing and running rigging and blocks, all put on complete, would cost from 5 to $600.

J. PATTERSON.

John Gridley, junr. Resides in Rahway; has followed the business of boating on the river, during which time I became familiar with the sloop Hamlet.

Last fall, in October, I went with Capt. Abm. Hazard to examine the sloop Hamlet, he wishing to purchase a vessel; he looked at her, and he and I examined; he made up his mind that she was worth $2800; I thought she was worth as much money as that, and rather more; I had understood that she could be purchased for $3000, and he made up his mind to give $2800 if Capt. Stebbins would take that for her.

On his cross examination. We did not bore the sloop, but examined her state and condition, and she appeared to be sound; we went inside, through her hold, and examined her inside and out Abm. Hazard was owner of the sloop Kinderhook, and formerly owned the De Wit Clinton.

JOHN GRIDLEY, Junr.

John Scofield (sworn,) and says, that his business is boating; has followed boating 28 years; has known the sloop Hamlet for 24 or 25 years. Her reputation among boatmen on the river has been that she was a fast sailer, a good and well timbered vessel.

From your knowledge of the sloop, after she was rebuilt, with new sails, &c., and at the time of the collision, what do you think she was fairly worth?

We had some talk about her, and considered that she would be cheap at three thousand dollars.

On his cross examination. Had the conversation with the boatmen, who came to my boat two years ago this summer. When the Hamlet was tarring and overhauling her rigging, I was on board of her several times. Only knows the condition of her timbers when she was sunk from examining them on deck, and they then appeared to be perfectly sound.

PETER SCHOFIELD.

Edward Winans (sworn.) Says he follows slooping; lives at Malden. Has known the Gideon Lee ever since she ran; has sailed from Malden where she is owned for the last 8 years. I knew the sloop Hamlet before she was run foul of last fall, and has been on board of her and looked at her. The Gideon Lee was worth more than the Hamlet; she draws less water, and can go where the Hamlet could not go, and on that account is worth more.

I think the Gideon Lee is worth $1,000 more than the Hamlet, that is without examining the Gideon Lee, and judging from her external appearances. I examined the Hamlet floor timbers and sides as far as I could. I took up the timber and examined her floor timbers; they appeared perfectly sound and much larger than the Gideon Lee.

EDWARD WINANS.

Horatio N. Woodward, jr. Says he was acquainted with the sloop Hamlet last summer, and up to the time of her being sunk. Has been up and down in her 3 or 4 times, and on board of her frequently; I never examined her decks particularly, nor her deck beams.

I never saw any appearance of rot on it. She carried the most of her load on deck, and I never heard any complaint of her deck; I slept in the cabin; it was in very good order and finished off very well; she appeared well found; had extra blocks and lines; some extra blocks in the cabin that were never used. Witness now produces the measurement of the stone; bill amounts to $528 35.

On his cross examination. Thinks there was one third of the stone in the hold.

HORATIO N. WOODWARD, Jr.

In admiralty.

JOHN H. STEBBINS
vs.
THE STEAMBOAT NEW JERSEY, her tackle, &c.

SOUTHERN DISTRICT OF NEW YORK, ss.

William Sherwood, of the town of Coeymans, in this State, aged

about forty-six years, being duly sworn, deposes and says, that he knows Capt. John H. Stebbins who owns, and has for several years sailed, in the sloop Hamlet. The sloop hails from Coeymans, and Mr. Stebbins resides with his family in that place. Deponent knows the sloop Hamlet well; she [was] rebuilt about four years before she was sunk. In the winter of 1845, deponent thought of buying her, and examined her with that view; she appeared to me to be a sound vessel and better than I expected to find her; she had been more thoroughly repaired than I expected; Mr. Stebbins, in the first place, asked three thousand dollars for her, and finally came down to twenty-four hundred. I offered him twenty-two hundred; she draws so much water as to make her inconvenient at the docks I loaded at; this was the only reason I did not buy her at twenty-four hundred. At that time her sails and running rigging were very poor and required replacing; her yawl boat was a very poor one, and was afterwards sold by him at $5.00; Mr. Stebbins put a new suit of cotton duck sails in her in the spring, I think the first or second trip she made; they were worth, in my opinion, from 300 to $350; this is merely guess work, not knowing the cost of them. I bought a suit of smaller sails three years ago which cost me $307 or $308; he bought a new yawl for $22; she was worth, and could not be bought at New York short of $28 or $30; he also bought new halyards; I do not know their value; they are sold by the pound, and it is difficult to ascertain the number of pounds by guess.

Question. Can you tell what they cost within $5 or $10. The throat halyards for the sloop I command cost $13 and upwards; the peak halyards is just one third more. The two vessels are nearly of a size, mine is a little the largest. Capt. Stebbins has sailed the sloop Hamlet as master from Coeymans for some years, for as much as 12 years.

Cross examined. At present time follows boating from Coeymans on the Hudson; sails the sloop Rescue, tonnage 107. That is the sloop for which I purchased the throat halyards. Was brought up a farmer, from that turned to brick making, and from that to boating. Has been boating since 1830. Had the oversight of rebuilding the sloop Myrtle at Coeymans, I think 17 years ago this season. Never had the oversight of the building of any vessel; never had the oversight of the rebuilding of any other vessel.

Never has made any contracts for building of vessels; has bought sloop Ocean, in 1830, next sloop Marshal, next the sloop , in 1836; next rebuilt sloop Myrtle, and year ago the R———; has sold sloop Ocean, old sloop, she was sunk; all the wit , and got paid for; don't know how old the Hamlet was when she was rebuilt; 1831 or 1832, was the first he knew of the Hamlet.

When was she rebuilt by Capt. Stebbins?

According to the best of his recollection, was four years ago last , at Cocksackie; don't know who was the man he contracted with, nor who was the boss workman; knows she was a poor sort of a sloop, and

some of her plank poor and rotten, old and rusty, and soon her appearance was changed. New planked, newly painted, and that was the way he knew it passing Cocksackie, up and down the river. Saw her there and men to work on her; was on the deck of a vessel sailing by when he saw her at Cocksackie; at the time of negociation with Captain Stebbins for purchasing the Hamlet was in slip at Amos street pier. It was a year ago last January; was on board the sloop and examined her as far down as he could in the wales, and afterwards examined her round the gunnels on the inside. In fact he was on board of the sloop about a week, part of the days, and all night. All the sails and running rigging are very poor, very thin, and very torn. He calculated if he got the sloop to put a suit of new sails as soon as he could get them made in the spring.

Direct. The vessel I commanded is here now, and the wind is fair for up the river. I wish and expect to leave to-day.

WM. SHERWOOD.

Sworn before me this 8th day of August, 1846.

GARRET W. STROTHER, Jr.
Com'r of Deeds.

We consent that the foregoing statement of Wm. Sherwood have the same effect as a deposition duly taken in this case, and that the same be read on the trial of this cause as evidence, subject to other just exceptions.

July 9, 1846.

JOHN H. STEBBINS
vs.
THE STEAMBOAT NEW JERSEY.

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Alexander Days, of the city of New York, ship carpenter, aged thirty-one years, being duly sworn says, that he knows the sloop Hamlet of Coeymans; that in the fall of 1841 he assisted in rebuilding her in Cocksackie. She was hauled on the railway, and was under repairs two months, at least he would think; her plank were stripped off with the exception of about 200 feet which was left on. With that exception, she was stripped completely down to the keel; her rotten timbers were taken out, and new put in their place; a new stem post was put in, took out best part of her ceiling and put in new; took out two or three beams from her quarter deck, shortened the quarter deck, *shortened her quarter deck;* three quarters of her quarter deck were new, plank shears put on new, new stancheons, new quarter deck rail, new plank on her bottom, with the exception of the 200 feet of her keel was hickory, perfectly sound, and required no repair; one or two main hatch beams were taken out and new combings put in; new king posts were put in; bulwarks were new on the inside, outside was left on.

In the course of the repair did you leave any unsound timber in her?
Answer. No sir, not that I saw.

What in your opinion was the value after the repairs?

I should think she was worth from $3,000 to $3,300; she was about as good as new.

Being cross examined, he says his place of business at present is at Brown & Bell's yard. At the time of the work on the Hamlet, he says he was in the employmeut of Bell & Simmons.

The tonnage of the Hamlet was about 100.

ALEXANDER DAYS.

Sworn to before me this 9 day of July, 1846.

D. F. CURRY, *Com'r of Deeds*.

U. S. District Court.

THE STEAMBOAT NEW JERSEY
ads.
JOHN H. STEBBINS.

Exceptions taken on the part of the claimant to the report of George W. Morton, esquire, one of the commissioners of this court, bearing date the twenty-fifth day of September, A. D. 1846.

First exception. For that said commissioner hath found that the sloop Hamlet, at the time of the collision with the Steamboat New Jersey, was worth the sum of 2,800 dollars, a sum far exceeding her true value.

Second exception. For that the commissioner in finding such value has evidently given more than due weight to the opinion of boatmen produced by the libellants, as to the value of the Hamlet; whereas such opinions were not admissible evidence, or if admissible, were entitled to but little regard; while he has not given to the testimony produced by the claimant the consideration to which it was justly entitled.

Third exception. For that, in finding the value of the Hamlet, he has not made any adequate allowance for the fact that the libellant's witnesses, in giving their opinion of her value, on the supposition that the Hamlet had been entirely rebuilt in 1841, and that the timbers of the Hamlet were sound, and that there was no rot or decay about her, and that a sloop of her draft of water was as valuable as one drawing less water; whereas the Hamlet was only partially rebuilt, some of her top timbers were rotten, her apron had begun to decay, her deck was worn out, her deck beams were, some of them, rotten, and her great draft of water was calculated to keep her out of profitable employment.

Fourth exception. For that, in appraising her value, he has not made due allowances for her age, her unsoundness and rottenness, decay and other defects, testified to by respectable witnesses.

Fifth exception. For that the commissioner, in determining the value of the Hamlet, was evidently not governed by the general market value of the sloop at the time of the collision.

Sixth exception. For that the commissioner has allowed for injury to the sloop a greater amount than it would have cost to have raised the sloop, put her on the ways and repaired her, so as to have made her as good as before the collision.

Seventh exception. For that the commissioner has allowed, as part of the damages of the libellant, the sum of $528 35 for her cargo, whereas the same ought not to have been allowed as part of such damages, or if allowed, the amount is too large by the amount of the freight.

C. VAN SANTVOORD,
Proctor and of counsel for Clt.
H. S. DODGE, *of counsel.*

At a special term of the district court of the United States of America, for the southern district of New York, held at the City Hall, in the city of New York, on Wednesday, the fourteenth day of October, in the year of our Lord one thousand eight hundred and forty-six.

Present, the honorable Samuel R. Betts, district judge.

JOHN H. STEBBINS
vs.
THE STEAMBOAT NEW JERSEY, her tackle, &c.

This cause having been heard on exceptions taken by the claimants to the commissioner's report, and argued by the advocates for the respective parties, and due deliberation being had in the premises, it is now ordered, adjudged, and decreed by the court, that the first six exceptions taken by the claimants to the commissioner's report be in part allowed, so as to deduct $925 from the value of the vessel, as reported, and that the libellant recover, in that behalf, the sum of $1,875.

And it is further ordered that the 7th exception to the commissioner's report, reporting the value of the cargo to be $528 75, be disallowed; and that the libellant recover, in this action against the Steamboat New Jersey, her tackle, &c., the sum of twenty-four hundred and three $\frac{75}{100}$ dollars, together with his costs, to be taxed, deducting therefrom the taxed costs of the claimants on the six first exceptions to the commissioner's report.

And it is further ordered, that unless an appeal within the time limited and prescribed by the rules of this court, that the stipulations for costs and value pay into court the amount of their stipulations for costs and value, and that the clerk of this court distribute the proceeds in satisfaction of this decree.

SAML. R. BETTS.

U. S. district court, for the southern district of New York.

THE STEAMBOAT NEW JERSEY, her tackle, &c., ads. JOHN H. STEBBINS.

Take notice, that Isaac Newton, the claimant in this cause, appeals from the decree of the said district court, made in this cause, and entered the fourteenth day of October instant, A. D. 1846, and also from [the] decree entered the first day of August last, on which the foregoing was founded, to the circuit court of the United States for the southern district of New York, in the second circuit.

Yours, &c. C. VAN SANTVOORD,
Proctor for Clt.

NEW YORK, *October* 22, 1846.

To J. W. METCALF, clerk district court.

U. S. DISTRICT COURT, *ss.*

JOHN H. STEBBINS vs. THE STEAMBOAT NEW JERSEY, her tackle, &c.

You will please to take notice that the libellant hereby appeals from the decree of the district court in the above entitled cause, to the circuit court of the United States, for the southern district of New York.

Yours, &c. BURR & BENEDICT,
Proctor for Libl't.

October 24, 1846.

To J. W. METCALF, esq., clerk.

District court of the United States, for southern district of New York, filed the 15th day of November, 1845.

Stipulation entered into pursuant to the forty-fourth rule of this court.

Whereas a libel hath been filed in this court, on the fourteenth day of November, 1845, by John H. Stebbins, libellant, against the Steamboat New Jersey, her tackle, &c., for the reasons and causes in the said libel mentioned, and praying that the said steamboat, her tackle, &c., may be condemned and sold to pay the demands of the said libellant, and the parties hereto hereby consenting and agreeing, that in case of default or contumacy on the part of the libellant or his surety, execution may issue against their goods, chattels, and lands, for the sum of two hundred and fifty dollars.

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be and are bound in the sum of two hundred and fifty dollars, conditioned that

the libellant above named shall pay all such costs as shall be awarded against him by this court, or, in case of appeal, by the appellate court.

JOHN H. STEBBINS,
SAMUEL S. WENDELL,
NATHAN STEPHENS.

Taken and acknowledged, this 15th day of November, 1845, before me.

J. W. METCALF,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Samuel S. Wendell and Nathan Stephens, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

SAMUEL S. WENDELL,
NATHAN STEPHENS.

Sworn to this 14th day of November, 1845, before me.

J. W. METCALF,
U. S. Commissioner.

District court of the United States, for the southern district of New York, filed the 19th day of December, 1845.

Stipulation entered into pursuant to the forty-fourth rule of this court.

Whereas a libel hath been filed in this court, on the 14th day of November, 1845, by John H. Stebbins, libellant, against the Steamboat New Jersey, her tackle, &c., for the reasons and causes in the said libel mentioned, and praying that the same may be condemned and sold to pay the demands of the libellant, and the parties hereto hereby consenting, that in case of default or contumacy on the part of the claimant or his surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, a claim is about to be filed in said cause by Isaac Newton as owner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and are, bound in the sum of two hundred and fifty dollars, conditioned that the claimant above named shall pay all such costs as shall be awarded against him by this court, or in case of appeal by the appellate court.

D. DREW,
ELIJAH PECK.

Taken and acknowledged, this 19th day of December, 1845, before me.

GEO. W. MORTON, *U. S. Com'r.*

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Daniel Drew and Elijah Peck, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

D. DREW,
ELIJAH PECK.

Sworn to this 19th day of December, 1845, before me.

GEO. W. MORTON, *U. S. Com'r.*

District court of the United States, for the southern district of New York, in admiralty, filed the 19th day of December, 1845.

Stipulations entered into pursuant to the [forty-fourth] rule of this court.

A libel having been filed on the fourteenth day of November, 1845, by John H. Stebbins, against the Steamboat New Jersey, her tackle, &c., for the reasons and causes in the said libel mentioned; and the said steamboat, her tackle, &c., being in the custody of the marshal, under the process issued in pursuance of the prayer of said libel, and by a consent filed in said cause, it has been agreed to discharge the vessel from custody, on executing stipulation for costs and value, the latter in the sum of $3,500, as appears from said consent now on file in said court. And the parties hereto hereby consenting and agreeing, that in case of default or contumacy on the part of the claimant, or his surety, execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such, that if the stipulator undersigned shall at any time, upon the interlocutory order or decree of the said district court, or of any appellate court to which the above named suit may proceed, and upon notice of such order or decree to A. Van Santvord, esquire, proctor for the claimant of said steamboat, bring into said district court the above named sum of thirty-five hundred dollars, or so much thereof as may be ordered or decreed by the court, then this stipulation to be void, otherwise to remain in full force and virtue.

D. DREW,
ELIJAH PECK.

Taken and acknowledged, this 19th day of December, 1845, before me.

GEO. W. MORTON, *U. S. Com'r.*

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Daniel Drew and Elijah Peck, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of seven thousand dollars over and above all his just debts and liabilities.

D. DREW,
ELIJAH PECK.

Sworn to this 19th day of December, 1845, before me.

GEO. W. MORTON, *U. S. Com'r.*

Circuit court of the United States, for the southern district of New York.

The Steamboat New Jersey, her tackle, &c.,
Isaac Newton, claimant and appellant,
vs.
John H. Stebbins, libellant.

To the honorable the circuit court of the United States, for the southern district of New York.

The petition and appeal of the above named appellant sheweth:

That on or about the fourteenth day of November, in the year eighteen hundred and forty-five, the above named libellant, John H. Stebbins, filed his libel in the district court of the United States, for the southern district of New York, against the Steamboat New Jersey, her engine, boiler, tackle, apparel, &c., and also against all persons lawfully intervening for their interest therein, in a cause of collision, civil and maritime; in which said libel it is in substance alleged, among other things, that the Steamboat New Jersey came into collision with the sloop Hamlet, of which the said libellant was owner and master, through the negligent conduct of the persons in charge of the New Jersey, in the manner in which the same is set forth in said libel; and that by the collision aforesaid, and by consequent sinking of the sloop, with her cargo, the libellant has sustained damage to the amount of three thousand five hundred dollars; and in which it is prayed, among other things, that the said district court would be pleased to pronounce for the damage aforesaid, and to condemn the said steamboat, her engine, tackle, apparel, and furniture, and the persons intervening for their interest therein, in costs, &c., as by said libel will appear; to which, for the contents thereof, this appellant asks leave, for greater certainty, to refer.

That process was issued against the said steamboat, and the said steamboat attached, &c.; and thereafter, on or about the twenty-second day of January, eighteen hundred and forty-six, *J.* Isaac Newton, the claimant aforesaid, having executed the necessary stipulations for costs and value, did file his claim and answer in said district court to the libel, alleging, in substance, among other things, that the said collision arose through the fault or insufficiency of the persons in charge of the said sloop, and without any fault of the persons in charge of the steamboat; and insisting that the said steamboat was not liable for the damage said by the libellant to have been sustained by him; and praying that the district court would pronounce against the said libel, and condemn the libellant in costs, as will more fully appear on reference to said answer, and to which, for the contents thereof, this appellant asks leave to refer.

That a replication was filed to said answer, and the said cause thereafter came on to be tried and to be heard before the honorable Samuel R. Betts, judge of the said district court, on or about the 7th, 8th, 9th, 10th, 15th, and 16th of July, eighteen hundred and forty-six, upon

the allegations, testimony, and proof adduced by the respective parties; and the said judge having advised thereon, on or about the first day of August, A. D. 1846, made a decretal order or sentence that the libellant recover in this action against the Steamboat New Jersey, her tackle, &c., the damage sustained by the sloop Hamlet, and the cargo on board, and that it be referred to one of the commissioners of the said court to ascertain and compute the amount of such damages, and to report them to that court, as by reference to said decretal order; there was a reference had to George W. Morton, esquire, one of said commissioners, who reported that he found the sloop Hamlet was worth, at the time of the collision, the sum of twenty-eight hundred dollars, and the cargo on board the sum of five hundred and twenty-eight dollars and thirty-five cents, amounting in the whole to the sum of three thousand three hundred and twenty-eight dollars and thirty-five cents, being the damages which the said sloop Hamlet and cargo had sustained from the collision with the said steamboat.

That afterwards, after arguments of exceptions filed to said commissioner's report by said claimant, and on the fourteenth day of October, A. D. 1846, a final decree was pronounced by said district court, by which it was, among other things, ordered, adjudged, and decreed by said court that the first six exceptions taken by the claimant to said report be in part allowed, so as to deduct nine hundred and twenty-five dollars from the value of the vessel, as reported in that behalf; and that the libellant recover in that behalf the sum of eighteen hundred and seventy-five dollars. And it was further ordered thereby that the seventh exception to the commissioner's report, reporting the value of the cargo to be five hundred and twenty-eight dollars and seventy cents, be disallowed, and that the libellant recover against the Steamboat New Jersey, her tackle, &c., the sum of two thousand four hundred and three dollars and seventy-five cents, together with his costs, to be taxed, deducting the costs of the claimants on the six first exceptions to the commissioner's report, as will more fully appear by reference to the decree.

And this appellant is advised and insists that the said decree is erroneous, inasmuch as the said libellant was not entitled to recover any damages in the premises.

And this appellant, for this and other reasons, appeals from the whole of the said decree, pronounced on or about the fourteenth day of October, A. D. 1846, and also from the decretal order aforesaid, made on the first day of August, A. D. 1846, conducing thereto, to the next circuit court, to be held in the said district; and he prays that the said decree, with the documents and proceedings in said cause, may be sent to the said next circuit court, to be held as aforesaid; and that the said circuit court will proceed to hear the said cause anew, (the appellant intending and hereby electing to have a new trial, and to make new allegations, and to seek a new decision on the facts. And this appellant further prays that the said decree, and every part thereof, may be reversed and annulled and held for naught, or such other decree there-

upon made as to the said circuit court shall seem just; and that the said libellant be condemned to pay to this appellant his costs and damages in the premises, and otherwise, as to the court shall seem just.

And this appellant will ever pray, &c.

Dated New York, October 31, 1846.

C. VAN SANTVOORD,
Proctor and Advocate for the Appellant.

SOUTHERN DISTRICT OF NEW YORK, *ss.*

Andrew H. Hitchcock being sworn saith, that on the 31st day of October, 1846, he served on Burr & Benedict a copy of the foregoing petition of appeal, by handing the same to Welcome R. Beebe, esq., partner of said Burr & Benedict, and at their office, in their absence therefrom, said Beebe having charge of said office in their absence.

A. H. HITCHCOCK.

Sworn to October 31, 1846, before me.

GEO. W. MORTON,
U. S. Commissioner.

Circuit court of the United States, for the southern district of New York, in the second circuit.

THE STEAMBOAT NEW JERSEY, her tackle, &c., Isaac Newton, claimant and appellant,
vs.
JOHN H. STEBBINS, respondent.
} Case.

The claimant, Isaac Newton, having appealed from the decree made in favor of the respondent, in the district court of the United States, for the southern district of New York, the cause came on to be heard anew in this court, before the honorable Samuel Nelson, one of the associate justices of the Supreme Court of the United States, at a circuit court held for the southern district of New York, at the city of New York, on the tenth day of September one thousand eight hundred and forty-seven.

And on the hearing of the libel, answer and replication, and petition, and notice of appeal, filed in the said district court, being read, the counsel for the said John H. Stebbins, the libellant and respondent, read in evidence from the apostles, on the part of the libellant, the direct examinations of the witnesses, Worden, Aiken, Schultis, Betts, Hallenbeck, Osborne, Reeve, Bird, Sands, Purdy, Hough, Coombs, Dunbar, Truesdell, Dunbar, (recalled,) Lynch, and Dubuque.

And the counsel for the claimant and appellant read in evidence the cross examination of each and every of the said witnesses from said apostles.

And thereupon the counsel for the said claimant and appellant read in evidence from the said apostles the direct examinations of the witnesses Murdock, Beebe, Dunspaugh, Salspaugh, Wheatley, Dobson, Ray,

Fisher, Hancox, and Ray, (recalled;) and the said libellant's counsel read in evidence the cross examinations of each and every of the said witnesses from the said apostles.

And then the counsel for the claimant and appellant called, as a witness, Henry D. Myers, who being duly sworn testified as follows:

I reside at Poughkeepsie, and am a surveyor. I made the map now produced and shown to me, marked exhibit A, hereto annexed. I measured the distances on the map. The distance from Blue point to the White House is fifty-seven chains; from White House to Sands' dock is seventy-three chains; from Sands' dock to a point opposite Barnegat is one hundred and twenty-eight chains; from Blue point to opposite Barnegat is three miles $\frac{18}{80}$ chains. The scale of the map is ten chains to an inch. The chain is the ordinary four pole chain, eighty chains to a mile.

Being cross examined by the libellant's counsel, he testified: The width of the river is ascertained by the scale; it has been ascertained by constructions. Long point is laid down accurately on the map, and so are all the points, by their bearings from the stations on the east side. The winding of the shore is drawn by the eye. The diagonal line from Long point to White House is a trifle over thirty-seven chains —a little short of half a mile. Opposite Sands' dock, the river is about forty-two chains wide; at Barnegat, I suppose the width is near three-quarters of a mile; at Blue point, to North point, appears to be a trifle over half a mile; at half way between Blue point and the White House, which is said to be the place of the collision, it is nearly three-quarters of a mile wide, but there are flats on both sides, and a wide flat on the west shore. I should think the flat on the west side at least fifty or sixty rods wide. It is not so wide on the east side—some thirty rods perhaps. The cove on the west side sets in more than on the east side, and rather more than the map shows. My principal object was to get these relative distances. I was requested to make this survey by Mr. Hitchcock. I did not know at the time for which party it was made.

And then it was, at the request of the claimant's counsel, admitted by the libellant's counsel as proven that the Steamboat New Jersey was two hundred and sixty-one feet in length.

The claimant's counsel next called as a witness Walter Williams, who being duly sworn testified as follows: I was a hand on board the New Jersey at the time of the collision. I was down in the forecastle when I heard the bell ring, and came upon deck. I then saw the sloop coming right square across the river, and her bowsprit was about as far off as that stove (some ten feet off.) I saw her strike; just as I got straight upon deck over the forecastle hatch, she struck. Saw her as my head first came up. She struck the New Jersey on the starboard bow. The steamboat was heading up the river; she hadn't stopped going through the water. I couldn't say whether the engine had stopped. I heard the bell ring to slow. The sloop struck, and the steamboat slewed her round with her stern down the river, and broke off the bow-

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sprit. She went down head first; her mast came over our deck. Saw no one on board of the sloop. I saw her hands come on board; I think there were four. We *laid* to, and waited for them to come on board on their boat. They came aft. They were altogether there. I asked them which way they were going. They said: "To New York." Said I: "You're a pretty set of fellows, going to New York with a fair wind, and steering right across the river; where did you calculate to go to?" They didn't say any thing to that. Said I: "The man at the helm must have been drunk or asleep." One of them spoke, and said the pilot was a little drunk when he came away. I said to him: "Were you at the helm?" He said: "No, he was asleep in the cabin, and grabbed his bundle, and ran upon deck." He said: "That's the pilot there;" and pointed to a man who sat there and said nothing at all. They then got up and went forward. They were all together during this conversation. You could see the west shore plainly, and the east shore, but not so plain. The wind was blowing down the river—I should think enough to drive a vessel three knots. I have sailed in sloops. A vessel will mind her helm with three knots—will luff and bear away—and I think with less. In the talk, I asked this man if he calculated to go inside of us. He said: "There was room enough inside of you for us." I said: "If you had gone inside, you would have gone ashore." We were close to the shore. I looked to the shore to see if it was near enough for me to swim to it. I don't think there was room enough for a vessel to go about inside of us, unless she was very quick.

On cross examination, this witness testified: I am boating in steamboats. I left the South America two or three days ago. I am not in any boat now. The South America I understand to belong to the People's Line. I have been on the river, on and off, seven or eight years. Winter seasons I have been south; in summer always on the river. I reside at Hudson. The way I came to be a witness was, I was sent by the pilot of the South America to Mr. Newton, and he sent me to Mr. Van Santvoord's office. Mr. Hubbell never spoke to me about it. There was a man on the South America who had been subpœnaed in this case, and I told him I knew about it; and then Mr. Seaman, the pilot, told me to go to Mr. Newton. I went in the New Jersey one trip after the collision. I think this was the first trip I went in her. My first watch was below on the New Jersey. I think it was to Poughkeepsie. I was in bed, but dressed. Some of the crew were asleep in the forward cabin; some were on deck. I jumped up when I heard the bell ring. I couldn't say whether it rung more than once; there was great confusion—I could not have heard a dozen bells. I was awake. Can hear the bell distinctly in the forecastle. I waked a few minutes before I heard the bell, and was about getting up. The bell rang to slow; then I got up. I don't know where the pilot was then. After leaving the New Jersey, I staid in Hudson a spell; then went to New York; then on the South America fourteen days; then I

went to Westport, and thence to Hudson, where I stayed till spring; then I went on board of the Fairfield again till fall; then remained ashore at Hudson. Went to work for Mr. Hubbell in his store. In summer season I have always been on board of some boat, but never whole season on same boat. The men came on board in their yawl; we were blowing off steam. I don't recollect how many people were round. I believe there were not many passengers; we had some eight or ten in our crew. There might have been half a dozen or a dozen round. I stood by on the guard to take a line aft. I didn't talk to them after they went forward, but some passengers did.

The claimant's counsel then called as a witness Abraham Hitchcock, who, being duly sworn, testified as follows: I am a steamboat captain; have been in sailing vessels; have been twenty-two years engaged in boating—two or three years in sailing vessels. A sailing vessel will steer with very little way; no difficulty with a two-knot breeze; if she is going through the water at all, she'll mind her helm; if you let go the helm of a vessel before the wind, she will luff. You can see all round from the wheel-house of a steamboat; you can't put a man at any place to look out better than the man at the wheel.

On cross examination, he testified: I know the New Jersey; I command her now, and have since first of May last. From the wheel to the bows of the New Jersey, it is between fifty and sixty feet. Sometimes a flaw will throw a sheet in the water. I don't think a sloop will steer herself by jib balancing mainsail for more than a minute. Eighteen or nineteen years since I was on a sailing vessel. I was a hand. Some vessels luff more quickly than others; will not luff rapidly when helm [is] left.

The claimant here rested.

Whereupon the libellants' counsel called as a witness Alexander Wilson, who being duly sworn, testified as follows: I am a steamboat pilot. Have been a pilot about thirty years—of steamboats some twenty-two or twenty-three years. If a fleet of vessels was coming down, I should go to windward, if there was room enough. We go under the stern of vessels upon a wind; don't cross their bows if we can possibly help it. I keep my course and let the vessels keep theirs. I know Dobson; he has been in sloops, schooners, a runner on the dock, and steamboat pilot. His general employment is on the river; of late years, he has been more on the dock. I think he ought to be a pilot and know the river pretty well. As to his handling or managing a steamboat, his reputation is not so high as some. He served under me as second pilot. I have seen better pilots, in my opinion, and I have seen a great many worse. He lacks judgment; is not quick in his judgment—lacks presence of mind.

And then the libellant's counsel called John Gridley, who being duly sworn, testified as follows:

I have been a master of a sloop for seven years; a sloop loaded with stone, coming with a light wind, can't make any rapid changes; you have to work with sweeps to keep her straight in the river; with three

knots, if wind is flawy, she'd be part of the time almost unmanageable; three miles is rather slow speed; I have sailed eighteen miles highest speed, and for the lowest have drifted. Common speed with a decent breeze is from six to eight miles; with a light air, steady, to give steerage way, about three knots; if light and baffling, wind is worse than drift.

On cross examination, he testified: It was in 1838, I sailed 18 miles an hour in a sloop.

The libellant's counsel then read in evidence, from the apostles, the interlocutory decree of the first day of August, 1846, made in the district court, and the report of the commissioner, Mr. Morton, made in pursuance thereof, and all and singular the testimony taken before the said commissioner, as well as the exceptions taken to the said report, and the decision and final decree thereon of the fourteenth day of October, 1846.

The counsel for the appellee then stated to the court that he expected momentarily William Ostrom, a North river pilot, who would testify to the incompetency of George Dobson as a pilot.

Whereupon, the counsel for the appellant admitted that the said Ostrom would testify the same as Alexander Wilson, one of the witnesses for the libellants.

And therewith the evidence closed, and the cause was summed up by the respective counsel, and submitted to his honor the associate judge, who, on the 11th day of November, 1847, made his decree herein.

U. S. circuit court, for the southern district of New York.

The Steamboat New Jersey, her tackle, &c., Isaac Newton, claimant and appellant,
vs.
John H. Stebbins.

Case to be transmitted on appeal.

C. VAN SANTVOORD,
Proctor for Appelt.

[For Map see original, page 121.]

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Friday, the tenth day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c., I. Newton, claimant and appellant,
vs.
John H. Stebbins, respondent.

The appeal from the decree of the district court in this cause coming

on to be heard, Mr. Benedict reads the evidence below, on the part of the respondent and appellee.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Saturday, the eleventh day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
John H. Stebbins, respondent.

This cause being still on hearing:

Mr. Benedict concludes the reading of evidence on the part of the respondent.

Mr. Van Santvoord reads the evidence from the court below on the part of the claimant and appellant.

Mr. Dodge opens the argument on the part of the appellant.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Wednesday, the twenty-ninth day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
John H. Stebbins.

The appeal from the decree of the district court in this cause being still on hearing, having been postponed from the 11th instant:

Mr. Benedict is heard on the part of the respondent and appellee.

Mr. Cutting is heard on the part of the claimant and appellant.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Thursday, the thirtieth day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
John H. Stebbins.

The appeal in this cause being still on hearing:

Mr. Cutting concludes his argument on the part of the claimant and appellant.

Mr. Burr closes the argument on the part of the appellee.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Friday, the first day of October, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
John H. Stebbins.

The appeal from the decree of the district court in this cause being still on hearing, Mr. Burr concludes his argument on the part of the appellee.

Curia adv. vult.

At a stated term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Thursday, the eleventh day of November, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States, and the honorable Samuel R. Betts, district judge.

John H. Stebbins, appellee,
ads.
The Steamboat New Jersey, her engine, &c.,
Isaac Newton, claimant and appellant.

This cause having been heard on the appeal, on the proofs and allegations of the parties, and due deliberation being thereupon had; on motion of Burr & Benedict, proctors for the appellant, it is ordered, adjudged, and decreed, that the decree in the district court in the cause be in all things affirmed, with costs. And, on like motion, it is ordered, that the appellee have execution. And, on like motion, it is ordered, that the stipulators cause their stipulations to be fulfilled.

Circuit court of the United States,
For the southern district of New York.

The Steamboat New Jersey, her tackle, &c.,
Isaac Newton, claimant and appellant,
vs.
John H. Stebbins, respondent.

The above named claimant, Isaac Newton, hereby states to this hon-

on to be heard, Mr. Benedict reads the evidence below, on the part of the respondent and appellee.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Saturday, the eleventh day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The STEAMBOAT NEW JERSEY, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
JOHN H. STEBBINS, respondent.

This cause being still on hearing:

Mr. Benedict concludes the reading of evidence on the part of the respondent.

Mr. Van Santvoord reads the evidence from the court below on the part of the claimant and appellant.

Mr. Dodge opens the argument on the part of the appellant.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Wednesday, the twenty-ninth day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The STEAMBOAT NEW JERSEY, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
JOHN H. STEBBINS.

The appeal from the decree of the district court in this cause being still on hearing, having been postponed from the 11th instant:

Mr. Benedict is heard on the part of the respondent and appellee.

Mr. Cutting is heard on the part of the claimant and appellant.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Thursday, the thirtieth day of September, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The STEAMBOAT NEW JERSEY, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
JOHN H. STEBBINS.

The appeal in this cause being still on hearing:

Mr. Cutting concludes his argument on the part of the claimant and appellant.

Mr. Burr closes the argument on the part of the appellee.

At a special term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Friday, the first day of October, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

The Steamboat New Jersey, her tackle, &c.,
I. Newton, claimant and appellant,
vs.
John H. Stebbins.

The appeal from the decree of the district court in this cause being still on hearing, Mr. Burr concludes his argument on the part of the appellee.

Curia adv. vult.

At a stated term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Thursday, the eleventh day of November, in the year of our Lord one thousand eight hundred and forty-seven.

Present, the honorable Samuel Nelson, an associate justice of the Supreme Court of the United States, and the honorable Samuel R. Betts, district judge.

John H. Stebbins, appellee,
ads.
The Steamboat New Jersey, her engine, &c.,
Isaac Newton, claimant and appellant.

This cause having been heard on the appeal, on the proofs and allegations of the parties, and due deliberation being thereupon had; on motion of Burr & Benedict, proctors for the appellant, it is ordered, adjudged, and decreed, that the decree in the district court in the cause be in all things affirmed, with costs. And, on like motion, it is ordered, that the appellee have execution. And, on like motion, it is ordered, that the stipulators cause their stipulations to be fulfilled.

Circuit court of the United States,
For the southern district of New York.

The Steamboat New Jersey, her tackle, &c.,
Isaac Newton, claimant and appellant,
vs.
John H. Stebbins, respondent.

The above named claimant, Isaac Newton, hereby states to this hon-

orable court, that he appeals, and hereby appeals, to the Supreme Court of the United States, from the whole decree entered in the above entitled cause, on the eleventh day of November, A. D. 1847, with the clerk of this court; and the said appellant prays that the same may be sent to the Supreme Court of the United States.

C. VAN SANTVOORD,
Proctor for claimant and appellant.

New York, Nov. 20th, 1847.

To ALEX'R GARDINER, esq.,
Clerk circuit court.

CIRCUIT COURT OF THE U. S. OF AMERICA,
For the southern district of New York, in the second circuit.

The STEAMBOAT NEW JERSEY, her tackle, &c.,
Isaac Newton, claimant and appellant,
vs.
JOHN H. STEBBINS, libellant and appellee.

Bond for costs.

Know all men by these presents, that we, Isaac Newton and Daniel Drew, of the city of New York, and Elijah Peck, of Flushing, in the county of Queens, are held and firmly bound, unto the above named John H. Stebbins, in the sum of five thousand dollars, to be paid to the said appellee; for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the twentieth day of November, in the year of our Lord one thousand eight hundred and forty-seven.

Whereas, the above named appellant has prosecuted an appeal to the Supreme Court of the United States, at the city of Washington, in the District of Columbia, to reverse the decree rendered in the above entitled suit by the judges of the circuit court of the United States, for the southern district of New York:

Now, therefore, the condition of this obligation is such, that if the above named appellant shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

J. NEWTON. [SEAL.]
DANIEL DREW, [SEAL.]
ELIJAH PECK. [SEAL.]

Sealed and delivered, and taken and acknowledged, this 20th day of November, 1847, before me,

DAVID L. GARDINER, *U. S. Com'r.*

UNITED STATES OF AMERICA,
Southern district of New York, ss.

Daniel Drew and Elijah Peck, being duly sworn, depose and say,

and each for himself saith, that he is worth the sum of five thousand dollars over and above all his just debts and liabilities.

DANIEL DREW,
ELIJAH PECK.

Sworn to, this twentieth day of November, A. D. 1847, before me,
DAVID L. GARDINER, *U. S. Com'r*.

I approve the above bond and the sufficiency of the sureties thereto.
SAM'L R. BETTS.

Nov. 20, 1847.